

Committee Administrator: Democratic Services Officer (01609 767015)

Thursday, 1 April 2021

Dear Councillor

Notice of Meeting

Meeting **Cabinet**

Date **Tuesday, 13 April 2021**

Time **9.30 am**

Venue **Council Chamber, Civic Centre, Stone Cross, Rotary Way,
Northallerton, DL6 2UU and virtually via Teams
(Press and public attendance via Teams - please see joining instructions
below)**

Yours sincerely

J. Ives.

Dr Justin Ives
Chief Executive

To: Councillors Councillors
 M S Robson (Chairman) M G Taylor
 P R Wilkinson (Vice-Chairman) S Watson
 Mrs B S Fortune D A Webster
 Mrs I Sanderson

Other Members of the Council for information

Important Note – Attendance of Press and Public via Teams

Members of the press and public are welcome to attend meetings of the District Council. In accordance with the Local Authorities and Police and Crime Panels (Coronavirus) (Flexibility of Local Authority and Police and Crime Panel Meetings) (England and Wales) Regulations which permits remote attendance in Local Authority meetings, members of the press and public are asked join this meeting to observe proceedings virtually via Teams (or by telephone).

Due to current social distancing restrictions, measures have been implemented within the Council Chamber which limit the number of persons able to be physically present in any meetings of the District Council at any one time. This situation is continually reviewed in line with current guidance.

If you wish to observe the meeting via Teams, please click on the link on the website. To listen to the meeting via the telephone, please dial 020 3855 5195 followed by the Conference ID: 359 350 403#

Please contact Louise Hancock, Democratic Services Officer, Tel: 01609 767015 or email committeeservices@hambleton.gov.uk for further information.

Agenda

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1. Minutes

To confirm the decisions of the meeting held on 9 March 2021 (CA.29 - CA.31), previously circulated.

2. Apologies for Absence

Resources Management

3. Additional Restrictions Grant Funding

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This report seeks approval for the further development and delivery of the Additional Restrictions Grant (ARG) scheme which was originally to provide financial support to businesses until the end of 2021/2022 financial year during and outside National Lockdown or COVID Alert Level Tier 3 (Very High) restriction periods.

In accepting the recommendations, Cabinet will approve and recommend to Council that the remaining Additional Restriction Grant is used to set up £400,000 'Additional Restrictions Grant Business Support Grants' as detailed in paragraph 2.8 and 2.9 of the report; and allocate £100,000 to LEP Business Support Activities as detailed in paragraph 2.10 of the report.

Relevant Ward(s): All Wards

4. Brompton Town Council Funding for a Replacement Footbridge

7 - 8

This report seeks support for a proposition from Brompton Town Council (BTC) for a one-off case for £28,800 to enable them to replace the footbridge over Brompton Beck at Water End in advance of receiving Community Infrastructure Levy (CIL) payments.

In accepting the recommendation, Cabinet will approve £28,800 to Brompton Town Council for the costs incurred for a replacement footbridge in advance of CIL funds becoming available.

Relevant Ward(s): Northallerton North and Brompton Ward

5. Making a Difference Grants 2021

9 - 16

This report seeks approval to the allocations of the Making a Difference Grants Scheme. In February 2021, the Financial Strategy 2021/22 to 2029/30 report was approved by Cabinet including within it the £250,000 allocation from the One-Off Fund to support the Council's 2021/22 'Making a Difference' grants scheme.

In accepting the recommendations, Cabinet will approve the grant allocations proposed in Annex A of the report; and the carry forward of thirteen grants from 2020/21 into 2021/22 as proposed in paragraph 4.1 of the report.

Relevant Ward(s): All Wards

6. Thirsk and Sowerby Leisure Centre Service Level Agreement

17 - 72

This report seeks approval from Cabinet and Council for the adoption of a 10 year Management Agreement with the Thirsk & Sowerby Swimming Baths Charity (T&SSBC) for the operation of the Thirsk & Sowerby Leisure Centre (T&SLC) by the District Council. There has been a long-held intention to replace the existing arrangement, which is reviewed on an annual basis, with a longer-term agreement in order to provide surety and certainty of arrangement to both parties. This is particularly appropriate in light of the Council's present £4m investment scheme at the facility.

In accepting the recommendation, Cabinet will agree and recommend to Council that the District Council enters into the agreement with the Thirsk & Sowerby Swimming Baths Charity referred to in the report and included within Annex 1 of the report.

Relevant Ward(s): All Wards

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Hambleton District Council

Report To: Cabinet

Date: 13 April 2021

Subject: **Business Grants - Additional Restrictions Grant Scheme**

Portfolio Holder: Economic Development and Finance
Councillor P R Wilkinson

Wards Affected: All Wards

1.0 Purpose and Background

- 1.1 This report seeks approval for the further development and delivery of the Additional Restrictions Grant which was originally to provide financial support to businesses until the end of 2021/2022 financial year during and outside National Lockdown or COVID Alert Level Tier 3 (Very High) restriction periods.
- 1.2 The Additional Restrictions Grant is a discretionary grant to support businesses in the local economy where the Council must determine the scheme criteria when providing funding directly to individual businesses, where the grant can also be used to support businesses generally across the wider economy. The current criteria to support individual businesses for the scheme was approved by Management Team on 25 November 2020 has now been running for the national lockdowns since November (5 November – 2 December 2020 and 5 January – 15 February 2021, 16 February – 31 March 2021) and Tier 3 restriction period (31 December 2020 – 4 January 2021). The grant amounts awarded to individual businesses under the ARG scheme are £500, £1,334, £2,000 and £3,000 per 4-week period depending on costs and income losses associated with individual businesses.
- 1.3 The payments paid from the 31 December onwards have been made on an automatic basis, based on the November lockdown applications where the Council holds relevant details in relation to individual businesses.
- 1.4 Additional Restrictions Grant money distributed since the November lockdown is as follows:

Scheme - ARG	Amount Paid £	Number of grant payments
5 November – 2 December 2020	308,700	238
31 December – 4 January 2021	55,036	237
5 January – 15 February 2021	443,547	223
16 February – 31 March 2021	432,459	208
Total	1,239,742	

2.0 Additional Restrictions Grant Scheme Details, Criteria and Proposals

- 2.1 The Additional Restrictions Grant scheme supports individual businesses and can also support the wider economic area and for funding business support activities, advice and guidance for businesses and skills training to support their ability to trade in changed circumstances.
- 2.2 Councils have complete discretion with how they use the Additional Restrictions Grant funding along with flexibility around grant amounts and the frequency of these payments. In addition, councils can support any business they deem requires help regardless of that business having to close or remain open or having already received a grant payment through other support scheme. Support can be provided to large businesses to reflect local economic impact with due reference to State Aid before 31 March 2021 and Subsidy Control subsequently.
- 2.3 The Council have received two grants of £1,831,880 and £813,634 totalling = £2,645,514 and will have paid out £1,239,742 = 46% of the grant up 31 March 2021 leaving £1,405,772 to allocate.
- 2.4 Initially the Additional Restrictions Grant was intended to be used across Financial Years 2020/21 and 2021/22 and no further funding was available, and we therefore needed to be mindful how we draw on it over the remainder of 2021/22. The latest Government guidance now states that if the Additional Restrictions Grant is completely spent by June 2021, then a conditional top-up grant to the Additional Restrictions Grant is available, with funding allocations being provided at the beginning of 1 April 2021. Local authorities must meet certain conditions and prove that they have spent or made a validated attempt to spend 100% of their first two Additional Restrictions Grant Allocations to be eligible for the top -up allocation.
- 2.5 A Restart Grant has been announced by the Government from the 1 April and guidance for the restart scheme is currently being considered where the funding will be allocated for business rated businesses on the 1st April 2021 and provided week commencing 6th April 2021. The Additional Restriction Grant is also being reviewed to operate a Restart Grant scheme for non-business rated business and further to this the scheme will be launched and information will be included on the website. Within the remaining ARG funds £445,772 has been allocated to provide this funding to businesses outside the business rates system for the Re-start phase.
- 2.6 In addition, it should be noted that businesses that are business rated are eligible for the Local Restrictions Support Grant (LRSG) January lockdown (5 January – 15 February 2021) and entitled to a one-off Closed Business Lockdown Payment of £4,000, £6,000 or £9,000 depending on their rateable value. This payment was not originally available to businesses receiving Additional Restrictions Grant funding however in considering how to support businesses further the Additional Restrictions Grant Scheme will now pay an additional payment of £1,000 each as a one -off Lockdown payment. The estimate currently is £260,000 but this will increase slightly with further applications.

- 2.7 Additional Restriction Grant has also been allocated at £200,000 to provide funding for further applications that have as yet not been processed prior to 31 March 2021 due complications and enquiries. If this funding is not used for this purpose, then it will be allocated as described below in paragraphs 2.8 and 2.10.
- 2.8 To ensure that the Additional Restriction Grant funding makes the biggest impact for the local economy and supports businesses when they need it, a plan for the allocation of remaining funds has been drawn up. The plan considers which sectors continue to need support, pressure from government to spend the funding efficiently and to ensure it is a robust and fair scheme. The following paragraphs detail these plan proposals.
- 2.9 Following consultation with partners it is apparent that the support required is varied. e.g.
- Hospitality and retail - suffered the most but have also received the most in grant funding.
 - New business start-ups -missed out on any grant funding because they were not trading on the date to make them eligible.
 - Businesses trying to diversify to keep their business in operation - haven't the funding to make the changes they require to move forward.
 - Businesses may require capital funding to help towards an expansion programme or for a smaller business moving to a digital platform
- 2.10 The proposal for the Additional Restrictions Grant is to open up an application process for 'ARG Business Support Grants' with wide-ranging criteria to support the following situations.
- Diversification/Innovation
 - Capital funding – for expansion projects
 - Small businesses, High Street Retail/Hospitality
 - Tourism
 - New Start ups
- 2.11 There is also government suggestion to provide some of the funding to the Local Enterprise Partnerships (LEP's) to use in a wider sense with other local authorities. They would work with Department for Business, Energy and Industrial Strategy (BEIS) and other partners to ensure a value-added element to the funding.
- 2.12 The proposal is that the remaining grant £1,405,772 is split into the funding proposal in the following table:

Funding	Amount £
Funding Received	2,645,514
Lockdown Periods -Grants Paid from 2 November – 31 March 2021 as paragraph 1.4	-1,239,742
Restart Grants estimated from 1 April 21 One Off Payment as paragraph 2.5	-445,772
One-Off Payment £1,000 per business as paragraph 2.6	-260,000

Funding	Amount £
Further grant payments in all current schemes as paragraph 2.7	-200,000
ARG Business Support Grants – new Scheme as paragraph 2.9	-400,000
Contribution Y&NY LEP business support activities as paragraph 2.10	-100,000
Total spend	2,645,514
Balance	0

3.0 Link to Council Priorities

3.1 The business grants schemes support the Council's priority of driving economic vitality.

4.0 Risk Assessment

4.1 Risk in not approving the recommendations

Risk	Implication	Prob	Imp.	Total	Preventative Action	Net Prob	Net Impact	Net total
Reputational Risk to the Council	Council may be criticised if the opportunity to spend the grant is missed	5	4	20	Approve the Scheme	2	3	6

5.0 Financial Implications

5.1 The Council has received £2,645,514 of Additional Restrictions Grant and paid out £1,239,742 leaving £1,405,772 to allocate as detailed in paragraph 2.12.

6.0 Legal Implications

6.1 There are no legal implications.

7.0 Equality/Diversity Issues

7.1 Equality and diversity issues have been considered however there are no issues associated with this report.

8.0 Recommendation

8.1 That Cabinet approves and recommends to Council that the remaining Additional Restriction Grant is used to:

- (1) set up £400,000 'Additional Restrictions Grant Business Support Grants' as detailed in paragraph 2.8 and 2.9; and
- (2) allocate £100,000 to LEP Business Support Activities as detailed in paragraph 2.10 of the report.

Mick Jewitt
Deputy Chief Executive

Background papers: None
Author ref: NP
Contact: Nicole Patterson
Business and Economy Manager
Tel: 01609 767233

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Hambleton District Council

Report To: Cabinet

Date: 13 April 2021

Subject: **Brompton Town Council Funding for a Replacement Footbridge**

Portfolio Holder: Planning
Councillor D A Webster

Wards Affected: Northallerton North and Brompton

1.0 Purpose and Background

- 1.1 This report seeks support for a proposition from Brompton Town Council (BTC) for a one-off case for £28,800 to enable them to replace the footbridge over Brompton Beck at Water End in advance of receiving Community Infrastructure Levy (CIL) payments.
- 1.2 An engineer's report to BTC in January 2021 confirmed that the existing footbridge had to be closed due to structural failings and that replacement of the bridge and repairs to the foundations is the most appropriate way forward.
- 1.3 BTC do not have the funds available to pay for the works. BTC request that the funds that are anticipated to be released during 2021/22 arising from CIL on the North Northallerton development be made available as an 'advance' to enable them to commission the replacement bridge. This will enable them to reduce the time the community will not be able to cross the beck without a detour to other bridges.
- 1.4 The Community Infrastructure Levy Funds will be released to Brompton Town Council when the land required for the infrastructure is brought within public ownership. This is expected to take place by May 2021 with respect to the land required for the new primary school. The transfer of the new link road and bridge was expected to take place in October 2021 but has been delayed.

2.0 Link to Council Priorities

- 2.1 The proposed works that would benefit from the expenditure link to three of the Council's priorities and they would contribute to enhancing health and wellbeing, caring for the environment and providing a special place to live.

3.0 Risk Assessment

- 3.1 There are no significant risks associated with the proposed funding.

4.0 Financial Implications

4.1 The Council has identified a £160,000 in the Community Infrastructure Levy reserve, recorded in the 8 September 2020 Cabinet report, to be provided to Brompton Town Council and Northallerton Town Council arising from the North Northallerton Development. This is sufficient to enable the Council to provide £28,800 of funding from the One-Off Fund to Brompton Town Council in advance of the Community Infrastructure Levy being available. When the CIL money becomes available the Council will be reimbursed.

5.0 Legal Implications

5.1 There are no significant legal issues associated with this report.

6.0 Equality/Diversity Issues

6.1 Equality and Diversity Issues have been considered however there are no issues associated with this report.

7.0 Recommendation

7.1 That Cabinet approves £28,800 to Brompton Town Council for the costs incurred for a replacement footbridge in advance of CIL funds becoming available.

Mick Jewitt
Deputy Chief Executive

Background papers: None

Author ref: TW

Contact: Tim Wood
Development Manager
01609 767113

Hambleton District Council

Report To: Cabinet

Date: 13 April 2020

Subject: **Making a Difference Grants**

Portfolio Holder: Leisure
Councillor Mrs B S Fortune

Wards Affected: All Wards

1.0 Purpose and Background

- 1.1 In February 2021, the Financial Strategy 2021/22 to 2029/30 report was approved by Cabinet including within it the £250,000 allocation from the One-Off Fund to support the Council's 2021/22 'Making a Difference' grants scheme.
- 1.2 The 2021/22 scheme was launched on 14 December 2020 with a closing date of 31 January 2021. Overall 71 applications were received requesting a total of £610,735.
- 1.3 Five decision making panels made up of Elected Members from each of the sub-areas convened in March to consider the applications and to assess their merit against the grant criteria (Annex B) and the £50,000 budget allocation (£250,000 in total across all five areas). Key decisions have been documented and a final set of recommendations is presented at Annex A.

2.0 Link to Council Priorities

- 2.1 The Making a Difference grant criteria stipulate that all projects must contribute to at least one of the Council priorities.

3.0 Risk Assessment

- 3.1 There are no significant risks associated with this report.

4.0 Financial Implications

- 4.1 With regards to the previous year's programme, thirteen projects awarded a grant in 2020/21 have not been completed due to the impacts of the COVID-19 pandemic. As a consequence of these exceptional circumstances, it is proposed that the funded organisations are granted permission to carry forward these funds into 2021/22 rather than return the monies to the One-Off Fund.
- 4.2 Grant allocations for 2021/22 total the full £250,000 budget allocation for the Making a Difference programme.

- 4.3 All the grants awarded will be to legitimate, constituted bodies with their own bank accounts. Each grant recipient will be required to submit proof of expenditure before payments are released.
- 4.4 All grant holders are informed that the grant cannot be increased under any circumstances and terms and conditions are signed to this effect.
- 4.5 Any grants that are not accepted will be returned to the Council's One-Off Fund.
- 4.6 Any funds that are allocated to the grant applicant and are not claimed by 30 April 2022 deadline will be returned to the One-Off Fund.
- 4.7 Any funds that are claimed by the grant recipient and are not spent will be paid back to the Council and returned to the One-Off Fund.

5.0 Legal Implications

- 5.1 Each grant holder must adhere to a set of terms and conditions. This ensures the grant is spent correctly, that any legal requirements are met, that the grant is properly publicised and Hambleton District Council is acknowledged accordingly, and that the grant is closely monitored.

6.0 Equality/Diversity Issues

- 6.1 The Making a Difference grants are open to all eligible organisations that are not-for-profit, formally constituted, possess a bank account and whose proposed projects will benefit the community in Hambleton.
- 6.2 The awarded grants take into account equality and diversity to ensure that the schemes and their benefits are open to all members of the community.

7.0 Recommendations

- 7.1 That Cabinet approves:
 - (1) the grant allocations proposed in Annex A of the report; and
 - (2) the carry forward of thirteen grants from 2020/21 into 2021/22 as proposed in paragraph 4.1 of the report.

Steven Lister
Director of Leisure and Communities

Background papers: Making a Difference Grant guidance notes

Author ref: LW

Contact: Lisa Wilson
Service Manager (Communities)
01609 767149

MAKING A DIFFERENCE GRANT – PANEL RECOMMENDATIONS FOR APPROVAL

Bedale

Project	Organisation	Amount requested £	Amount recommended £
Electrical system improvements	Bedale CIO	18,750	6,250
Main hall extension	Bedale Athletic and Sports Association	25,000	10,000
Health and Wellbeing Project Outdoor fitness equipment	Well Playing Fields Association	4,774	4,000
Christmas lights	Bedale Town Council	6,000	2,000
Park improvements	Tanfield Parish Council	15,884	5,000
Replacement windows	Well Village Institute	5,022	4,000
Allotments	Burneston, Swainby with Allerthorpe & Theakston Parish Council	3,000	2,000
Pitch improvements	Bedale Town Football Club	5,850	2,000
Clubhouse windows and doors replacements	Bedale Golf Club Limited	18,600	6,000
Protection of village green	Snape with Thorp Parish Council	2,000	2,000
New clubhouse and changing facilities	Bedale Junior Football Club	25,000	6,750
		Total	£50,000

Easingwold

Project	Organisation	Amount requested £	Amount recommended £
New windows and doors	Stillington Village Hall	5,036	4,500
Multi Use Games Area refurbishment	Husthwaite Parish Council	2,192	2,192
Tuition	Easingwold Town Band	4,255	4,255
Land drainage for activity field	1st Easingwold (Forest of Galtres) Scout Group	2,970	2,970
New junior HQ	Easingwold Cricket Club	25,000	7,500
Play area upgrade	Aldwark Parish Council	6,809	6,809
Staging and lighting equipment	Tholthorpe Follies	3,738	3,738
Clubhouse improvements	Alne Cricket Club	2,498	2,000
Hall renovation	Kilburn Village Institute	18,750	16,066
		Total	£50,000

Northallerton

Project	Organisation	Amount requested £	Amount recommended £
Keep Water Polo Above Water	Northallerton Amateur Swimming Club	4,067	4,067
Wellbeing activities	Kirkby Fleetham Village Hall Charity	8,025	8,025
Camping equipment	Romanby Scout Group	2,250	2,250
Training for coaches	Allerton Juniors Athletic Club	2,300	2,250
Landscaping, lighting and CCTV	Brompton Recreation Group	3,214	3,214
Hall equipment	Northallerton Scout and Guide Group	2,058	2,058
Supporting parents and carers	POSCH (Parents of Special Children in Hambleton)	20,594	5,801
Replacement heating system	St Thomas Church, Brompton	4,558	4,558
Co-ordinator pilot	The Living Rooms	7,700	5,801
Social area with soft play	Northallerton Rugby Club	9,910	6,650
Wildlife Garden	Brompton Allotment Group	2,014	2,014
Cook and Grow Like a Pro – videography	Northallerton Homegrown Food Festival	3,312	3,312
		Total	£50,000

Stokesley

Project	Organisation	Amount requested £	Amount recommended £
Garden project	Stokesley Sports Club	2,850	2,000
War Memorial refurbishment	Stokesley Town Council	3,750	3,680
Lawnmower	North Yorkshire County Scout Council	2,999	2,000
External stairlift	Great Ayton Village Hall	3,240	3,000
Restoration project	St Mary's Chapel Crathorne	8,410	5,000
Bridleway improvement	Potto Parish Council	3,000	3,000
New roof	Newby Village Hall	5,000	5,000
Coaching and promotion	Great Ayton Tennis Club	7,500	5,000
Pathway and nature trail	Carlton in Cleveland Parish Council	6,000	5,000
Pavilion refurbishment	Hutton Rudby Cricket Club	16,140	8,000
Accessibility swing and pathway	Great and Little Broughton Parish Council	6,320	6,320
Levenside finger posts and information boards	Stokesley Manorial Lands Trust	7,875	2,000
		Total	£50,000

Thirsk

Project	Organisation	Amount requested £	Amount recommended £
Thirsk town website	Thirsk Town Council	2,283	2,283
New lighting	Thirsk and Sowerby Town Hall	6,890	6,166
New minibus	Thirsk Community Minibus Association	15,000	15,000
Hall refurbishment	Eat Thirsk Community Association	16,650	16,650
Reaching out project	Thirsk Community Library	2,900	2,900
HQ internal works	Hillside Scouts Group	2,128	2,001
Buggy for Thirsk in Bloom	The Rotary Club of Thirsk	5,000	5,000
		Total	£50,000



Making a Difference Grant 2021: Guidance Notes

The principle of the grants programme is to fund projects that will make a genuine difference to Hambleton residents' quality of life. These guidance notes set out the factors that will be considered as part of the assessment and decision-making process.

Eligibility

- Eligible organisations will be not for profit groups or organisations with a bank account and constitution, or a Town or Parish Council. Ineligible organisations include statutory bodies (excluding Town and Parish Councils), individuals, businesses or groups/organisations that seek to promote political or religious extremism or radicalisation.
- Grant recipients will be financially solvent.
- The grant must not be used to replace statutory funding that has been withdrawn.
- The total amount requested from the Making a Difference Fund will not exceed 75% of the total cost of the project.
- The minimum grant award is £2,000 and the maximum grant award is £25,000.
- Generally, works on land or to buildings will only be funded if the applicant can evidence that they own the land or building or hold a minimum of 10 years remaining on their lease.
- Generally, salaries and general running costs will only be funded in exceptional circumstances.
- Projects must be able to be delivered between 1 May 2021 and 30 April 2022.

Factors to consider

- **Impact on the community**
Each applicant has been asked to explain what difference their project will make. Consider which project(s) will have the **greatest** impact to the quality of life for residents.
- **Evidence of need**
Applicants have been asked to demonstrate a genuine community need for the project. This could be evidenced in a Parish Plan or through user group consultation.
- **Council priorities**
Each application must meet at least one of the Council's priorities:
 - Driving economic vitality
 - Enhancing health and wellbeing
 - Caring for the environment
 - Providing a special place to live

- **The percentage of the total project cost applied for**

The maximum grant available is 75% of the total project cost with the expectation that the applicant will contribute at least 25% from other fundraising activity. Those requesting a smaller percentage of funding may represent better value for money.

- **The number of beneficiaries supported per Council £1**

Each applicant has been asked to estimate how many people will benefit should the application be successful. The lower the cost per beneficiary, the greater the community benefit per capita and may, but not always, offer greater value for money.

- **The long term impact of each project**

Some projects are short term pilots that provide an immediate response to an acute need, whilst others are capital projects that will bring long term benefit beyond the lifespan of the grant programme. Consider which project(s) will have the biggest impact on the lives of people.

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Hambleton District Council

Report To: Cabinet

Date: 13 April 2021

Subject: **Thirsk & Sowerby Leisure Centre Management Agreement**

Portfolio Holder: Leisure
Councillor Mrs B S Fortune

Wards Affected: All Wards

1.0 Purpose and Background

- 1.1 This report seeks approval from Cabinet and Council for the adoption of a 10 year Management Agreement with the Thirsk & Sowerby Swimming Baths Charity (T&SSBC) for the operation of the Thirsk & Sowerby Leisure Centre (T&SLC) by the District Council. There has been a long-held intention to replace the existing arrangement, which is reviewed on an annual basis, with a longer-term agreement in order to provide surety and certainty of arrangement to both parties. This is particularly appropriate in light of the Council's present £4m investment scheme at the facility.
- 1.2 The leisure centre buildings are owned by the T&SSBC and the land surrounding the buildings is owned by the Thirsk and Sowerby Flatts Preservation Trust. The T&SSBC usually meets on two occasions a year to enact its business, which is administered by the Council.
- 1.3 The Council manages the T&SLC on behalf of the T&SSBC. An agreement is in place between the two parties for this arrangement. This is usually renewed on an annual basis. Due to the onset of the Covid-19 pandemic the meeting scheduled for March 2020 was not held and therefore the existing arrangements from the previous year were held over. Under the arrangements, the Council is responsible for the operational costs and day to day management of the centre. The only costs that sit with the T&SSBC are the NNDR rates. In return, the T&SSBC pays income received from the fees and charges to the Council. The Council is the funder of first and last resort, meeting the financial and operational obligations of the centre. As with the Council's other leisure centres the inhouse operator runs the facility.
- 1.4 The Management Agreement including its associated specification and appendices are attached to this report at Annex 1.
- 1.5 At its meeting of 23 March 2021 the T&SSBC gave its approval to enter into a 10 year contract with the Council.

2.0 Link to Council Priorities

2.1 The continued operation of the Thirsk & Sowerby Leisure Centre directly underpins the Council's priority of Enhancing Health and Wellbeing.

3.0 Risk Assessment

3.1 There are no significant risks in approving the recommendations.

4.0 Financial Implications

4.1 There is no change to the financial responsibilities presently vested with the Council.

5.0 Legal Implications

5.1 The T&SSBC obtained legal advice which concluded that the Charity is not a "contracting body" for the purposes of the Public Contract Regulations 2015 and therefore does not have to undertake a formal procurement before entering an agreement for the management arrangements of the Leisure Centre with the Council.

5.2 There are no significant legal implications for the Council in entering into a longer-term agreement for the management arrangements of the Leisure Centre.

6.0 Equality/Diversity Issues

6.1 Equality and diversity issues have been considered; the provision and operation of the leisure centre by the Council provides access to all members of the community.

7.0 Recommendation

7.1 It is proposed that Cabinet agrees and recommends to Council that the District Council enters into the agreement with the Thirsk & Sowerby Swimming Baths Charity referred to in this report and included within Annex 1.

Steven Lister
Director of Leisure & Communities

Background papers: None

Author ref: SL
Contact: Steven Lister
Director of Leisure & Communities
01609 767033

THIS AGREEMENT is made the

2021

Between

(1) **THIRSK AND SOWERBY SWIMMING BATHS CHARITY** (Charity Registration No. 701662) C/o Secretary of Thirsk and Sowerby Swimming Baths Charity Civic Centre Stone Cross Rotary Way Northallerton North Yorkshire DL6 2UU (“the Charity”) and

(2) **HAMBLETON DISTRICT COUNCIL** of Civic Centre Stone Cross Rotary Way Northallerton North Yorkshire DL6 2UU (“the Contractor”)

WHEREAS

1. The Charity is responsible for provision of leisure services at the Thirsk and Sowerby Leisure Centre, Chapel Street, Thirsk, North Yorkshire YO7 1LU.
2. The Charity wishes to have provided the Services set out in the Agreement; and
3. The Contractor is willing to perform such Services in accordance with the provisions of the Agreement as appended hereto at Appendix A.

NOW IT IS HEREBY AGREED between the Charity and the Contractor as follows:

1. This Agreement constitutes the sole contract or agreement between the Charity and the Contractor for the performance by the Contractor of the Services.
2. The Contractor shall provide the Services in accordance with the provisions of the Agreement and to the satisfaction of the Charity for the Contract Period.
3. So long as the Contractor shall continue to provide the Services in accordance with the provisions of the Agreement and to the satisfaction of the Charity, the Charity shall make to the Contractor the payments provided by the Agreement.

This Agreement has been entered into on the date stated at the beginning of it.

THE COMMON SEAL of)
HAMBLETON DISTRICT COUNCIL was)
hereunto affixed in the)
presence of)

Authorised Signatory

SIGNED AS A DEED)
for and on behalf of)
THIRSK AND SOWERBY SWIMMING)
BATHS CHARITY)
In the presence of)
.....

Chairman of Trustees

THIRSK AND SOWERBY SWIMMING BATHS CHARITY

Conditions of Contract for Sports and Leisure Management

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16. Consequences of termination or expiry
17. Premises
18. Deduction
19. Discrepancies
20. Severance
21. Arbitration
22. Waiver
23. Partnership or Agency
24. Third Party Rights
25. Entire Agreement
26. Law

CONDITIONS OF CONTRACT

Definitions

- 1.1 In this Agreement the following expressions shall have the following meanings
- (a) **“the Act”** shall mean the Local Government Act 1988 or any re-enactment or amendment thereof.
 - (b) **“the Agreement”** shall include these Conditions of Contract and the Specification.
 - (c) **“Authorised Officer”** shall be the Secretary of the Thirsk and Sowerby Swimming Baths Charity Trust or such other person nominated in writing from time to time by the Charity.
 - (d) **“Bribery Act”** shall mean the Bribery Act 2010 together with any guidance or codes of practice issued by the relevant government department concerning the legislation.
 - (e) **“Charity”** shall mean the Thirsk and Sowerby Swimming Baths Charity.
 - (f) **“Contractor”** shall mean Hambleton District Council.
 - (g) **“Centre”** shall mean the Thirsk and Sowerby Leisure Centre, Chapel Street, Thirsk, North Yorkshire YO7 1LU.
 - (h) **“Contract Period”** shall mean the period specified in Condition 2 and during which this Agreement remains in force.
 - (i) **“Contractor Personnel”** shall mean all employees, staff, other workers, agents and consultants of the Contractor who are engaged in the provision of the Services from time to time.
 - (j) **“Charges”** shall mean the charges set out in the Specification approved from time to time by the Charity or officers of the Contractor under arrangements approved by the Charity.
 - (k) **“Exit Management Plan”** shall mean a plan agreed by the parties (in writing) to facilitate the transition of Services to the Charity or replacement supplier.
 - (l) **“Financial Year”** shall mean the 12 months beginning with 1 April in each year.
 - (m) **“Income”** shall mean all income (including the value of benefits in kind) received in respect of the Charges.
 - (n) **“Month”** shall mean a calendar month.
 - (o) **“Prohibited Act”**: the following constitute Prohibited Acts:
 - i. to directly or indirectly offer, promise or give any person working for or engaged by the Charity a financial or other advantage as an inducement or reward for any improper performance of a relevant function of activity;

- ii. to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function of activity in connection with this Agreement;
 - iii. committing any offence: (a) under the Bribery Act; (b) under legislation or common law concerning fraudulent acts; or (c) of defrauding, attempting to defraud or conspiring to defraud the Charity.
- (p) “**Relevant Requirements**” shall mean all applicable law relating to bribery, corruption and fraud including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010.
- (q) “**Services**” shall mean the management and other functions relating to Sport and Leisure facilities to be provided by the Contractor under this Agreement and in accordance with the Specification.
- (r) “**Specification**” shall mean the specification together with annexes attached at Appendix B to these conditions and forming part of this Agreement.
- 1.2 In this Agreement unless the contrary intention appears
- (a) words importing the masculine gender include the feminine
 - (b) words in singular include the plural and words in the plural include the singular
 - (c) references to Conditions and Appendices are references to the Conditions and Appendices of these Conditions and references to Clauses and Schedules are references to the clauses and schedules in the Specification
 - (d) references to time shall be construed during the period of summer time to be British Summer Time or its authorised replacement and otherwise to be Greenwich Mean Time
 - (e) references to any building whether by name description address or otherwise shall be construed as including the curtilage of that building
 - (f) references to “personnel” shall be construed as including all employees
- 1.3 Stipulations as to time of payment are not of the essence of this Agreement. Other stipulations as to time are of the essence of this Agreement.
- 1.4 Any notices required to be given to the Contractor made under this Agreement shall be in writing and may be served:
- (a) by delivering the notice to or leaving the notice for the Contractor at the Contractor’s last known place business in which case the notice shall be deemed to have been duly served at the time it is so delivered or left or

- (b) by posting the notice in a prepaid envelope addressed to the Contractor at the Contractor's last known place of business in which case the notice shall be deemed to have been duly served at the time of delivery in ordinary course of post.
- 1.5 Except as otherwise expressly provided the contract documents are to be taken as mutually explanatory of one another. Any ambiguities or discrepancies shall be resolved by the Authorised Officer who shall thereupon issue to the Contractor appropriate instructions in writing and the Contractor shall carry out and be bound by such instructions.
- 1.6 The headings to any part of this Agreement shall not affect the interpretation thereof.
- 1.7 In the event of any inconsistency between these Conditions and any provision in any of the other contract documents these Conditions shall prevail.

CONTRACT PERIOD

2. Subject to the provisions of Condition 14 this Agreement shall remain in force from 1 April 2021 until 31 March 2031.

THE SERVICES

- 3.1 The Contractor shall during the Contract Period provide in accordance with the terms of this Agreement the Services at the Centre as is indicated in these Conditions and the Specification attached to these Conditions
- 3.2 Without prejudice and in addition to the generality of the obligations imposed by this Agreement at any time during the Contract Period the Contractor shall immediately deal with all day to day minor exigencies and contingencies that occur. The Contractor shall maintain an acceptable communication system with the Authorised Officer to provide a 24 hours a day contact for each and every day of the Contract Period. In the event of emergencies for whatever cause a member of the Contractor's personnel shall be on site within one hour of being requested to be so by the Authorised Officer regardless of the time of year or day. Should the Contractor for any reason fail to respond to call out within the stipulated time the Charity shall arrange for itself or another contractor to undertake any necessary works. In the event of such an occurrence any excess cost incurred by the Charity shall be deducted from monies due to the Contractor.

STANDARD OF SERVICE

- 4.1 The Services shall be provided to the standard required by the terms of this Agreement including the Specification attached to these Conditions
- 4.2 In addition to any more specific obligations imposed by the terms of this Agreement it shall be the duty of the Contractor to provide the Services to a standard which is in all respects to the reasonable satisfaction of the Authorised Officer
- 4.3 The Contractor in providing the Services shall comply with any policies rules and procedures of the Contractor which will be provided to the Charity on written request.

PERSONNEL

- 5.1 At all times the Contractor shall ensure that:
 - a) each of the Contractor Personnel is suitably qualified, adequately trained and capable of providing the applicable Services in respect of which they are engaged;
 - b) there is an adequate number of Contractor Personnel to provide the Services properly;
 - c) only those people who are authorised by the Contractor are involved in providing the Services;
 - d) all of the Contractor's Personnel shall comply with all relevant policies rules procedures and standards of the Charity and the Contractor; and
 - e) all of the Contractor's Personnel shall comply with all relevant rules and procedures concerning health and safety at work.
- 5.2 The Contractor shall employ in and about the provision of the Services only such persons as are careful skilled properly qualified and experienced and are medically fit for the duties they are to perform so that the work can be carried out in a manner which is safe
- 5.3 The Contractor shall ensure that every person employed by the Contractor in and about the provision of the Services is made aware of:
 - (a) all tasks that that person has to perform;
 - (b) all relevant provisions of this Agreement;
 - (c) all relevant policies rules procedures and standards of the Charity and the Contractor; and
 - (d) all relevant rules and procedures concerning health and safety at work.

ASSIGNMENT

6. The Contractor shall not transfer or assign this Agreement or any part thereof. The Contractor shall not sub-contract or franchise or allow any other person to carry out all or any part of the provision of the Services except by prior written agreement with the Charity

INDEMNITY AND INSURANCE

- 7.1 The Contractor shall indemnify and keep indemnified the Charity against injury to or death of any person or loss of or damage to any property arising out of any act default or negligence of the Contractor its employees or agents and against all actions claims demands proceedings damages costs charges or expenses whatsoever in respect thereof or in relation thereto provided that the Contractor shall not be liable for nor be required to indemnify the Charity against any compensation or damages for or in respect of injuries death loss or damage to property which arises out of the negligence of the Charity its employees or agents not being the Contractor or employed by the Contractor
- 7.2 The Contractor shall at all times maintain in force such policies of insurance with reputable insurers or underwriters approved by the Charity as shall fully insure and indemnify the Contractor against liability
 - i) To the Charity and to any employee of the Charity
 - ii) To the employees of the Contractor
 - iii) To any other personin the sum of at least £11,000,000 per occurrence or series of occurrences consequent upon an original cause such sum to be varied from time to time to comply with any requirements of the Charity or the Charity's insurers
- 7.3 The Contractor shall be liable for and indemnify the Charity against any expense liability loss claim or proceedings in respect of any damage whatsoever to any private property real or personal insofar as such damage arises out of or in the course of or by reason of the carrying out of the Services and is due to any negligence omission or default of the Contractor or any person for whom the Contractor is responsible or of any sub-contractor or person for whom the sub-contractor is responsible
- 7.4 The Contractor shall prior to the commencement of the Contract Period and thereafter annually and at such other times as the Authorised Officer may require supply the Authorised Officer with copies of all insurance policies cover notes premium receipts and other documents necessary to comply with Condition 7.2 above

- 7.5 The Authorised Officer shall be entitled to notify the Contractor in writing that in the opinion of the Authorised Officer any such policy of insurance does not effect sufficient cover to comply with the Conditions and to require the Contractor to effect such insurances as will so comply. Upon receipt of such notice the Contractor shall forthwith procure and effect such insurance as the Authorised Officer shall require and in default the Authorised Officer may himself cause such insurance to be effected whereupon the Contractor shall pay to the Charity as liquidated damages such sum as the Authorised Officer shall certify as being the cost to the Charity of effecting such insurance

PAYMENTS

- 8.1 Subject to the other provisions of this Agreement the Charity shall pay to the Contractor for the provision of the Services on 30 June 31 September 31 December and 31 March a sum equal to the Income received in relation to the Charges in the 3 months immediately preceding that date
- 8.2 In addition to the sums specified in Condition 8.1 the Charity shall pay to the Contractor such Value Added Tax (if any) as may properly be chargeable by the Contractor under the legislation from time to time in force upon the provision of the Services and the Contractor shall issue a Tax Invoice in respect thereof
- 8.3 The only sums payable by the Charity for the provision of the Services shall be the sums specified in Conditions 8.1 and 8.2. All other costs charges fees and expenses of whatever kind for or arising out of or in connection with the provision of the Services shall be paid by the Contractor PROVIDED that the Charity shall be responsible for payment of any national non domestic rates in respect of the Centre
- 8.4 If for any reason this Agreement ends or is terminated otherwise than at the end of a monthly instalment period the sum payable by the Charity under Condition 8.1 in respect of the partly completed month shall be duly apportioned as at the date the Agreement ends or is terminated and proper a proportion paid in accordance with the terms thereof

INCOME AND CHARGES

- 9.1 The Charges shall apply to the Centre and the Contractor shall collect the Charges for the use of the Centre
- 9.2 All Income received during the Contract Period shall be the property of the Charity

- 9.3 The Contractor or the Charity may request that any of the Charges be varied for any period of time and if such variation of the Charges is agreed in writing by both parties then for the period agreed the Charges shall be so varied
- 9.4 At the end of the period agreed under Condition 9.3 above the varied charges shall revert to the amounts which they would have been at the end of that period had there been no agreement to vary them
- 9.5 As part of the agreement under Condition 9.3 to vary the Charges the Contractor and the Charity may agree an additional sum or sums to be paid to the Contractor or to be retained by the Charity from a sum or sums due to the Contractor and the sum or sums due to the Contractor during the period agreed shall be so varied

VAT

- 10.1 The following provisions shall apply to VAT
- (a) Sums payable to the Contractor pursuant to this Agreement are exclusive of Value Added Tax (“VAT”)
 - (b) The Charity shall pay to the Contractor in the manner hereinafter set out any VAT properly chargeable on the supply by the Contractor of the Services at the appropriate rate
 - (c) The Contractor shall not later than the date for the issue of the monthly certificate in accordance with the Conditions inform the Charity in writing in respect of the Services performed during that period
 - (i) which part or parts of such Services are exempt from VAT
 - (ii) which part or parts of such Services bear a Zero rate of VAT
 - (iii) which part or parts of such Services bear a rate of VAT greater than Zero – in each case specifying the exact rate chargeable
 - (d) Upon receipt of the Contractor’s written notice under (c) unless the Charity objects to any part of such notice the Charity shall calculate the amount of VAT due in accordance with the contents of such notice and shall so certify pursuant to the Conditions
 - (e) Upon receipt by the Contractor of any payment made by the Charity pursuant to the Conditions being a payment including VAT the Contractor shall forthwith issue to the Charity an authenticated receipt in such form as may be required by the Value Added Tax Act 1994 (“the 1994 Act”) or any amendment or re-enactment thereof or by any Regulations made thereunder

- (f) If the Charity objects to any part of such notice and such objection cannot be resolved by the parties by agreement the Charity may require the Contractor to refer to the Commissioners of Customs and Excise (“the Commissioners”) any dispute difference or question in relation to any of the matter specified in Section 83 of the 1994 Act
- (g) If the Contractor refers the matter to the Commissioners (whether or not under (f) hereof) and the Charity is dissatisfied with their decision on the matter to a Value Added Tax Tribunal by way of appeal under Section 83 of the 1994 Act whether the Contractor is so dissatisfied or not. Should the Contractor be required to deposit a sum of money equal to all or part of the tax claimed under Section 84 of the 1994 Act the Charity shall pay an equivalent sum to the Contractor. The Charity shall further reimburse the Contractor any costs or expenses reasonably and properly incurred in marking the reference (less any costs awarded to the Contractor by the Tribunal)
- (h) Upon the final adjudication by the Commissioners or in the event of a reference to a Tribunal by the Tribunal the Charity shall pay the amount of the VAT adjudged due to the Contractor. Should the amounts already paid by the Charity either by way of payment of VAT or by way of reimbursement of any money required to be deposited by the Contractor with the Commissioners under (g) exceed the VAT adjudged to be due the Contractor shall forthwith repay such excess to the Charity
- (i) Notwithstanding any provision to the contrary in the Conditions the Charity shall not be obliged to make any further payment to the Contractor if the Contractor is in default in providing the receipt referred to in (e) provided that this Sub-Condition shall only apply where the Charity can show that it requires such receipt to validate any claim for credit for VAT paid or payable which the Charity is entitled to make to the Commissioners

ORDERING OF GOODS AND SERVICES

- 11. The Contractor shall not place or cause to be placed any order with suppliers or otherwise incur liabilities in the name of the Charity or any representative of the Charity except with the written approval of the Authorised Officer

AUTHORISED OFFICER

- 12.1 Any notice information or communication given or made to the Authorised Officer shall be deemed to have been given or made to the Charity

- 12.2 The Charity shall forthwith give notice in writing to the Contractor of any subsequent appointment as Authorised Officer. Until notice of a subsequent appointment shall have been given the Contractor shall be entitled to treat as Authorised Officer the person last notified to the Contractor as being the Authorised Officer
- 12.3 From time to time the Authorised Officer may appoint one or more deputies to act for him generally or for a specified period. Immediately any such appointment is made the Authorised Officer shall give written notice to the Contractor. During the periods he is so authorised any such deputy shall have the powers and duties of the Authorised Officer and may be treated in all respects as the Authorised Officer
- 12.4 The Charity shall ensure that the Authorised Officer or a competent deputy duly authorised to act on his behalf is available for consultation with the Contractor at all reasonable times

PREVENTION OF BRIBERY

- 13.1 The Contractor represents and warrants that neither it, nor any Contractor Personnel:
- a) has committed a Prohibited Act; or
 - b) to the best of its knowledge has been or is subject to an investigation, inquiry or enforcement proceedings by a government, administrative or regulatory body regarding any Prohibited Act or alleged Prohibited Act.
- 13.2 The Contractor shall promptly notify the Charity if, at any time during the Contract Period, its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out in condition 13.1 at the relevant time.
- 13.3 The Contractor shall (and shall procure that its Contractor Personnel shall) during the Contract Period:
- a) not commit a Prohibited Act; and/or
 - b) not do or omit to do anything that would cause the Charity to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements;
 - c) have and maintain in place its own policies and procedures to ensure compliance with the Relevant Requirements and prevent any occurrence of a Prohibited Act;

- d) notify the Charity (in writing) if it becomes aware of any breach of Condition 13.3(a) or Condition 13.3(b), or has reason to believe that it or any person associated with it has received a request or demand for an undue financial or advantage in connection with performance of this Agreement.
- 13.4 The Contractor shall maintain appropriate and up to date records showing all payments made by the Contractor in connection with this Agreement and the steps taken to comply with its obligations under Condition 13.3.
- 13.5 The Contractor shall allow the Charity and its third party representatives to audit any of the Contractor's records and any other relevant documentation in connection with this Agreement.
- 13.6 If the Contractor is in default under Conditions 13.3(a) or 13.3(b) the Charity shall be entitled to determine this Agreement.

TERMINATION

- 14.1 Either party may terminate this Agreement on 31 March 2030 (but not before) by giving not less than 6 months written notice to the other party.
- 14.2 In the event of this Agreement being determined whether by effluxion of time notice breach or otherwise the Charity may without prejudice to any of its other remedies under this Agreement and without prejudice to any rights of action which shall accrue or shall have already accrued to the Charity suspend payment to the Contractor retain any amounts due to the Contractor hereunder or otherwise from the Charity.
- 14.3 Upon such termination in addition to such consequences as are set out in the other provisions of this Agreement
 - i) The Contractor shall forthwith cease to perform any of the Services
 - ii) The Contractor shall fully and promptly indemnify the Charity in respect of the cost of causing to be performed such Services as would have been performed by the Contractor during the remainder of the Contract period to the extent that such cost exceeds such sums as would have been lawfully payable to the Contractor for performing such Services. The Charity shall be at liberty to have such Services performed by any persons (whether or not the servants of the Charity) as the Charity shall in its entire discretion think fit and shall be under no obligation to employ the least expensive method of having such Services performed

- iii) The Charity shall be under no obligation to make any further payment to the Contractor and shall not be entitled to retain in its hands any payment which may have fallen due to the Contractor before termination until the Contractor has paid in full to the Charity all sums due under this Agreement or to deduct therefrom any sum due from the Contractor to the Charity under this Contract

FORCE MAJEURE

- 15.1 Provided it has complied with the remaining provisions of this Condition 15, if a party ("Affected Party"), is prevented, hindered or delayed in or from performing any of its obligations under this Agreement as a result of events, circumstances or causes beyond its reasonable control ("Force Majeure Event") the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations.
- 15.2 The corresponding obligations of the other party will be suspended to the same extent as those of the Affected Party.
- 15.3 The Affected Party shall:
 - a) as soon as reasonably practical after the start of the Force Majeure Event notify the other party in writing of the Force Majeure Event, the date on which it started, its likely potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under this Agreement; and
 - b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event.
- 15.4 The Affected Party shall notify the other party in writing as soon as practicable after the Force Majeure Event ceases or no longer causes the affected party to be unable to comply with its obligations under this Agreement. Following such notification, this Agreement shall continue to be performed on the terms existing immediately before the occurrence of the Force Majeure Event unless agreed otherwise by the parties.

CONSEQUENCES OF TERMINATION OR EXPIRY

- 16.1 On the expiry of the Contract Period or if this Agreement is terminated for any reason, the provisions of the Exit Management Plan shall come into effect.
- 16.2 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry including Condition 7 (Indemnity and Insurance), Condition 14 (Termination) and this Clause 16 (Consequences of termination) shall remain in full force and effect.

PREMISES

17. The Contractor will occupy the Centre for the purposes of the Contract and for the avoidance of doubt it is hereby agreed and confirmed that this Contract does not create or purport to create any tenancy or lease of the Centre

DEDUCTION

18. Whenever under this Agreement any sum of money shall be recoverable from or payable by the Contractor the same may be deducted from any sum then due or which at any time thereafter may become due to the Contractor under this or any other Agreement with the Charity

DISCREPANCIES

19. Any discrepancies in the wording of this Agreement and accompanying Specification and Annexes shall be explained and resolved by the Authorised Officer.

SEVERANCE

20. If any provision of the Agreement shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable in any way such invalidity or unenforceability shall in no way impair or affect any other provision all of which shall remain in full force and effect

ARBITRATION

21. Any dispute difference or question between the parties to this Agreement with respect to any matter or thing arising out of or relating to this Agreement which cannot be resolved by negotiation within a reasonable time (being no more than 28 days) and except insofar as may be otherwise provided in this Agreement shall be referred to Arbitration under the provisions of the Arbitration Act 1996 or any statutory modification or re-enactment therefore by a single arbitrator to be appointed by agreement between the parties or in default of agreement by the President for the time being of the Chartered Institute for the Management of Sport and Physical Activity. The award of such arbitrator shall be final and binding upon the Parties.

WAIVER

22. Failure by the Charity at any time to enforce the provisions of the Agreement shall not be construed as a waiver of any such provision and shall not affect the validity of the Agreement or any part thereof or the right of the Charity to enforce any provision in accordance with its terms

PARTNERSHIP OR AGENCY

- 23.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 23.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

THIRD PARTY RIGHTS

24. This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

ENTIRE AGREEMENT

25. This Agreement and the documents referred to in it constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

LAW

26. This Agreement shall be governed by and construed according to the law of England and Wales.

SPECIFICATION

1. The facilities for which services are to be provided at Thirsk and Sowerby Leisure Centre are listed below (subject to completion of the 2021 refurbishment):
 - 25 metre swimming pool
 - Teaching pool
 - Swimming pool changing rooms
 - Studios x2
 - Sauna
 - Gymnasium
 - Gymnasium and Studios' changing rooms
 - Reception and viewing area
 - Offices and staff room
 - Car park
2. The fees and charges will be reviewed annually by the Charity for implementation in January each year. Current fees and charges are at Annex A.
3. The activity programme will be reviewed annually and will feature a wide range of pursuits which can be participated on a casual, educational or club/competitive basis. The minimum requirements are set out in Annex B and the process for review is set out in Annex C.
4. The general regulations and conditions of use are set out in Annex D.
5. The core opening hours will be:
 - Year round
 - Seven days per week
 - Weekdays from 8:00am to 9:00pm
 - Weekends from 8:00am to 2:00pm
 - Bank holidays at the discretion of the Centre Manager
6. Provision of an accessible gym facility 24-hours a day, 7 days a week once all the refurbishment project has been completed.
7. Instructional sessions in a range of activities will be provided with standards as set out by the governing bodies of the relevant sports.
8. The activities set in Annex E shall not be permitted on the Leisure Centre premises.

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Leisure - Fees & Charges

Leisure Centre Charges - Individual			2020/21			2021/22		
			Standard Price	Adult Leisure Card Price	Adult Concession & Junior Price	Standard Price	Adult Leisure Card Price	Adult Concession & Junior Price
Memberships	Adult Freedom Fixed 12 mth	VAT	36.00			36.00		
	Adult Freedom Flexi	VAT	43.25		32.50	43.25		32.50
	Adult Freedom Annual Cash	VAT	432.00		390.00	432.00		390.00
	Corporate Freedom Fixed 12 mth	VAT	33.25			33.25		
	Corporate Freedom Flexi	VAT	38.00			38.00		
	Take That Next Step Freedom 9 mth	VAT	25.00			30.00		
	Freedom Youth	VAT			30.00			30.00
	NLC All Freedom Monthly Premium	VAT	3.00			3.00		
	NLC All Freedom PAYG Premium	VAT	1.50			1.50		
	Toning Fixed 12mth (NLC only)	Non VAT	27.00			27.00		
	Toning Flexi (NLC only)	Non VAT	32.50			32.50		
	Toning Annual Cash (NLC only)	Non VAT	270.00			270.00		
	Adult Swim Flexi	VAT	28.00		21.00	28.00		21.00
	Adult Swim Annual Cash	VAT	280.00		252.00	280.00		252.00
	Adult Freedom Joining Fee	VAT	20.00		15.00	20.00		15.00
	Adult Swim Joining Fee	VAT	12.00		9.00	12.00		9.00
	Learn2 Direct Debit	Non VAT			25.00			26.00
	Learn2 13 week Cash	Non VAT						
	Learn2 26 week Cash	Non VAT			156.00			162.24
Leisure Card	VAT		6.00	4.00		7.00	5.00	
Zest Passport								
Junior Only Activities	Casual Swim	VAT	4.60	3.90	2.90	4.80	4.10	3.10
	NLC Junior Only	VAT			3.40			3.60
	Family Swim 2x2	VAT	12.10	10.30		12.60	10.80	
	NLC Family Swim 2x2	VAT	13.10	11.10		13.65	11.65	
	Sauna	VAT	6.00	5.10	3.90	6.00	5.10	3.90
	Aquafit	Non VAT	6.00	5.10	3.90	6.00	5.10	3.90
	Aqua Health	Non VAT	6.00	5.10	3.90	6.00	5.10	3.90
	Adult Swim Lessons	Non VAT	7.15	6.10	4.65	7.15	6.10	4.65
	Gym Session	VAT		6.20	4.75		6.20	4.75
	NLC Gym Session	VAT		6.50	5.00		6.50	5.00
	Fitness Class (45/60 mins)	Non VAT	6.00	5.10	3.90	6.00	5.10	3.90
	NLC Fitness Class (45/60 mins)	Non VAT	6.30	5.35	4.15	6.30	5.35	4.15
	Fitness Class (30 mins)	Non VAT	3.60	3.05	2.35	3.60	3.05	2.35
	NLC Fitness Class (30 mins)	Non VAT	3.80	3.20	2.50	3.80	3.20	2.50
	Roller Skating	Non VAT	4.15	3.55	2.70	4.15	3.55	2.70
	Trampoline	Non VAT	6.80	5.80	4.40	6.80	5.80	4.40
	Karate	Non VAT	5.30	4.50	3.45	5.30	4.50	3.45
	Badminton	VAT	4.10	3.50	2.65	4.20	3.60	2.75
	Squash	VAT	5.50	4.65	3.60	5.50	4.65	3.60
	Tennis	VAT	4.60	3.90	3.00	4.60	3.90	3.00
	Gymnastics 1 hour	Non VAT			4.65			4.65
Gymnastics 2 hours	Non VAT			6.95			6.95	
Baby Gymnastics (SLC)	Non VAT			4.20			4.20	
Mini Soccer	Non VAT			2.90			2.90	
Crèche	Non VAT			2.50			2.50	
Soft Play	Non VAT			2.70			2.70	
Standard Rate Activities	Under 5 Swim	VAT			1.00			1.00
	Discount Dip	VAT			1.50			1.50
	School Swimming Per Child	Non VAT			0.80			0.80
	Private Lesson - 1 person	Non VAT	21.90	21.90	21.90	22.50	22.50	22.50
	Private Lesson - 1 person	Non VAT	17.50	17.50	17.50	18.00	18.00	18.00
	Private Lesson - 1 person	Non VAT	87.60	87.60	87.60	90.00	90.00	90.00
	Private Lesson - 1 person	Non VAT	70.00	70.00	70.00	72.00	72.00	72.00
	Private Lesson - 2 people	Non VAT	15.90	15.90	15.90	16.30	16.30	16.30
	Private Lesson - 2 people	Non VAT	12.70	12.70	12.70	13.05	13.05	13.05
	Adult Fitness Journey (Intro)	Non VAT		20.00	20.00		20.00	20.00
	Adult Fitness Journey Fast Track (Intro)	Non VAT		15.00	15.00		15.00	15.00
	Junior Fitness Journey (Intro)	Non VAT			7.50			7.50
	Personal Training (Taster Session)	Non VAT	15.00	15.00	15.00	15.00	15.00	15.00
	Personal Training (x5)	Non VAT	140.00	140.00	140.00	140.00	140.00	140.00
	Personal Training (x5) (with M'ship)	Non VAT	126.00	126.00	126.00	126.00	126.00	126.00
	Personal Training 2:1 (x5)	Non VAT	91.00	91.00	91.00	91.00	91.00	91.00
	Shower	VAT	2.00	2.00	2.00	4.80	4.80	4.80
Equipment Hire	VAT	1.85	1.85	1.85	1.85	1.85	1.85	
Facility Hire Charges	Parties							
	Ultra Splash (SLC, TSLC)	VAT	122.00			130.00		
	Ultra Splash NLC	VAT	132.00			140.00		
	Big Splash (BLC, SLC, TSLC)	VAT	100.00			106.00		
	Mini Splash/Water Walkers (BLC, SLC, TSLC)	VAT	85.00			90.00		
	Sports	VAT	80.00			85.00		
	Soft Play (SLC)	VAT	64.00			68.00		
	Games (BLC, SLC)	VAT	80.00			85.00		
	Pool Hire							
	Main Pool (BLC)	VAT	56.10			57.80		
	Main Pool (BLC)	Non VAT	46.75			48.15		
	Main Pool (NLC, SLC)	VAT	71.40			73.55		
	Main Pool (NLC, SLC)	Non VAT	59.50			61.30		
	Main Pool (TSLC)	VAT	60.20			62.00		
	Main Pool (TSLC)	Non VAT	50.17			51.65		
	Teaching Pool (TSLC)	VAT	28.60			29.45		
	Teaching Pool (TSLC)	Non VAT	23.83			24.55		
	Dryside/Meeting Rooms							
	Sports Hall (NLC, SLC)	VAT	50.00			50.00		
	Cricket Nets (SLC)	VAT	22.00			22.00		
	Badminton Club per Court (SLC)	Non VAT	7.75			7.75		
	Meeting Room (Studio/Terrace/Activity Rm)	VAT	26.50			26.50		
	Clinic Room (NLC)	VAT	74.70			74.70		
	Outside Areas							
	Football Pitch - Season (NLC)	VAT	330.00			330.00		
	Football Pitch - Casual (NLC)	VAT	37.00			37.00		
	Outdoor Changing (NLC)	VAT	17.30			20.00		
	Full Pitch (BLC)	VAT	54.00		32.50	55.20		33.15
	Half Pitch (BLC)	VAT	42.50		22.50	43.35		23.00
	Full Pitch (NLC)	VAT	66.50		50.00	67.85		51.00
	Half Pitch (NLC)	VAT	50.00		34.00	51.00		34.70
	Full Pitch (SLC)	VAT	48.00		32.60	51.00		35.70
	Full Pitch (TSLC)	VAT	82.50		62.50	84.15		63.75
	Half Pitch (TSLC)	VAT	50.00		42.00	51.00		42.85
	Third Pitch (TSLC)	VAT	46.00		35.00	46.90		35.70
	Match (TSLC)	VAT	110.00		80.00	112.20		81.60
	Miscellaneous							
	Leisure Attendant	VAT	22.00			22.50		
	Small Group Fitness	Non VAT	42.00			42.00		

Activity Programme

The activity programme must consist of a balance of the following:

- Swimming – casual, tuition, club/competitive
- An element of swimming-related opportunities (eg water polo, diving, aqua aerobics)
- Group exercise classes such as Zumba, Yoga, Pilates
- Gym activities – casual and tuition
- In each range of activities there should be equal and equitable access for a broad range of community members

P12: Programming

Process Manager: Alison Readman

Version:	1.1
Authors:	A Readman
Date:	31/05/2019

Version Control

Version	Date	Author	Comment
1.0		AR	Putting procedure into new format with updated changes
1.0	May 2018	AR	Reviewed – no changes
1.1	May 2019	AR	Reviewed – no changes
Next Review due:	May 2021		

Support Team Checklist

Consulted	When?	Information requested?

1. PLAN

1.0 Programme Policy

1.1 The activity programme seeks to meet the needs of customers and the local community, whilst reflecting the national and regional sport and health agendas. Each centre will strive for a balance between operating activities that seek to increase participation from all sections of the community whilst also ensuring financial responsibility.

1.1.2 The ethos of each centre is to make residents lives better by improving their health through participation. The key strategies/plans that influence this are:

- Sporting Future – A new strategy for an active nation
- Leisure & Communities Service Plan
- Leisure & Communities Improvement Plan
- Leisure Centres Business Plans

1.1.3 Purpose

'Improve the health and wellbeing of our people by providing and supporting community inclusive facilities, activities, events and interventions'.

2. WHAT WE DO

2.0 Programming

2.1 The programmes delivered in centres are divided into five independent timetables, all under the Zest banner, each with its own period of programme review:

Zest Swim	Minimum 6 Monthly
Zest Group Fitness	Minimum 4 Monthly
Zest Gym	Minimum 12 Monthly
Zest Juniors	Minimum 6 Monthly
Zest Sports	Minimum 12 Monthly

2.1.1 The programme will look to provide equal access for all people. In addition to meeting our legal obligations, the Disability Discrimination Act (DDA) and Equalities Act (2010) is taken into consideration when designing and developing any programme, the centres will strive to provide an exciting and wide ranging programme of activities for all of our specific target groups, including people with a disability, the elderly, children and young people and low socio-economic groups.



2.1.2 The basis of operating new and on-going activities is that they are in line with centre and corporate policy and run on a sound financial basis. Once the activity is being operated it will be monitored regularly.

2.2 Resources

2.2.1 Centre Champions are identified to take a key lead on programming at Centres for Aquatics and Health & Fitness.

2.2.2 A training plan is in place that reflects the needs of the business and employee development.

2.2.3 All new staff receive an induction at the beginning of their employment, this can be delivered by experienced staff. This includes relevant procedures.

2.2.4 NVQ's and CPD's are offered where appropriate.

2.2.5 All staff are encouraged to highlight any training requirements at regular staff meetings and appraisals.

2.2.6 The Corporate Learning & Development Programme identifies a number of courses which are considered mandatory for relevant employees.

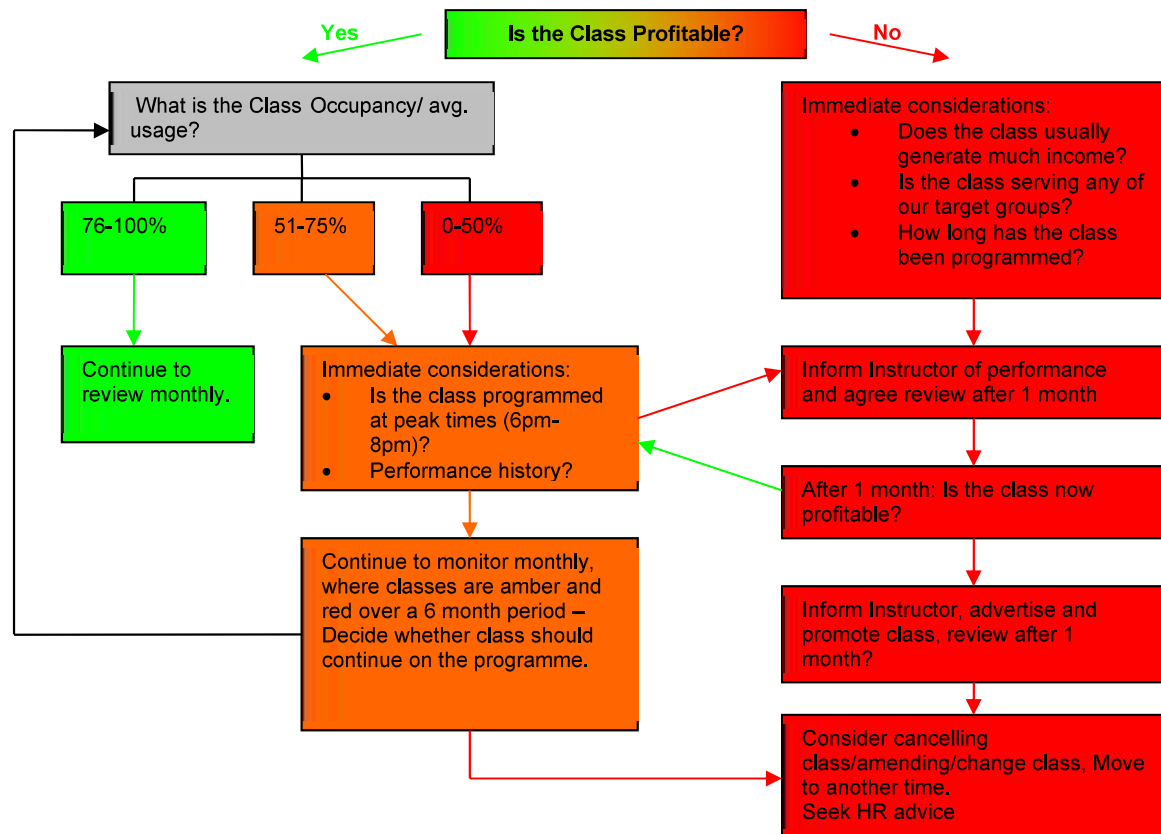
3. HOW WE MEASURE

3.1 Monitoring Group Fitness classes

3.1.1 The Group Fitness Monitoring spreadsheet (QR/C172) is designed to assess the weekly/monthly performance of all programmed activities. This enables us to analyse performance levels and influence the change and development of a commercially viable and inclusive programme of activities. Each Centre enters the individual class usage figures into the spreadsheet weekly, these figures are then totalled to generate monthly usage and profitability performance, including:

- Cost per head (how much it costs us per usage, instructor costs / usage)
- % class occupancy (% of actual usage against class maximum usage)
- Average usage (what the average class usage is each month)
- Profit per head (total income generated / usage – Cost per head)
- Total profitability (total income – instructor costs)

3.1.2 The next stage of this process is to use this information to analyse the programme, the Development Officer (Products and programmes) will consult with the Centres Champion for programming, and undertake the following review process:



3.2 Poor Performance of classes

3.2.1 Where there is still evidence of poor class performance (i.e. profitability and usage), following the above process the Development Officer (Products and Programmes)/Centre Champion will decide what action is needed, ensuring the following has also been taken into account:

- Is the class aimed at our target groups?

- Do other Centres offer the class?
- Local competition?
- How long has the class been on the programme?
- Is the data accurate?

3.3 Objectives

3.3.1 Achievement is measured against the Service Plan and Improvement Plan objectives. As well as Aquatics and H&F specific objectives.

3.4 Key Performance Indicators

3.4.1 Key Performance Indicators have been developed that measure Health and Fitness membership base, % group fitness class occupancy, leisure Centres income. Performance Indicators are monitored on an ongoing basis.

3.5 Programme development

3.5.1 The Development Officer (Products and Programmes) works alongside the Centre Champion for Programming to develop their timetables. Reviews taking place will also consider the following: -

- Holiday periods
- Peak/Off peak times
- Space
- Facility availability
- Performance analysis
- KPI's
- Funding opportunities

3.6 Communications

3.6.1 When changes or amendments are made or the activity has to be stopped the Centre must ensure that all employees and customers are informed or consulted with and sufficient notice is given before the changes are implemented.

4. REVIEW AND IMPACT

4.1 Review

Methods used;

- 4.1.1 Key Performance Indicators
- 4.1.2 Customer feedback/User research
- 4.1.3 Performance Meetings (Minutes/Actions)
- 4.1.4 QUEST Self-Assessment
- 4.1.5 External QUEST Assessment
- 4.1.6 Coach Assessments
- 4.1.7 Community outcomes
- 4.1.8 Cost benefit analysis

4.1.8 The frequency of review is as follows:

Weekly: Centre Champion ensures input of data requirements.

Monthly: Development Officer (Products and Programmes) reviews each Centres GFM with Centre Champion during Zest performance meetings.

Six Monthly: Development Officer (Products and Programmes) reviews each Centres Swim/Gym/Junior timetables with Centre Champion during performance meetings.

4.2 Impact

4.2.1 User Survey and Customer Feedback reviews repeatedly identify high levels of overall customer satisfaction.

4.2.2 Attendance has improved.

4.2.3 The balance of the timetables/classes offered will improve.

4.2.4 Programmes are better managed and maintained.

4.2.5 Engagement with coaching staff will improve.

4.2.6 Programmes are more sustainable.

4.2.7 Membership numbers are up.

4.2.8 Low performing classes have been reduced.

4.2.9 Financial improvements have been made.

4.2.10 Funded initiatives have been successful.

5. RESPONSIBILITIES

5.1 Development Officer (Products and Programmes)

Review, develop and deliver balanced timetables/programmes at Centres, monitoring income, usage and KPI's for all associated areas, provide regular liaison with centre staff and to support and influence change. Work closely with Centres to make sure targets are met and that promotions and campaigns are successful.

5.2 Assistant Manager

To ensure that all systems and processes are followed within Centre. To support and assist the Development Officer (Products and Programmes) and the Centre Champion in monitoring and reviewing performance of all programmes and influence change, to lead the team within the Centre to make sure targets are met and that promotions and campaigns are successful.

5.2 Duty Officer

Under the leadership of the Assistant Manager undertake specific duties relating to monitoring and reviewing the performance of all programming, supporting the Centre Champion. Ensure completion of all coach assessments, addressing poor performance, identifying training requirements and to lead the team within the Centre to make sure targets are met and that promotions and campaigns are successful.

5.3 Centre Champions

Under the leadership of Assistant Manager/Duty Officer undertake specific duties relating to monitoring and reviewing the performance of all programming.

6.0 ASSOCIATED DOCUMENTS

6.1

- Group Fitness monitoring (QR/C172)
- KPI's (QR/C26)
- Customer feedback (QR/C169)
- Coach Assessments (QR/C)
- Improvement Plan
- User Survey
- QR/C26 KPI's
- Promotional Briefs/Planner
- Event Calendar
- Staff Induction
- P6:Team

GENERAL REGULATIONS, CONDITIONS OF USE AND INSTRUCTIONS

08/09/2020

QR/C37

These include:

- General Regulations**
1. **General Swimming**
 2. **Swimming and Aquatic Clubs**
 3. **School Swimming**
 4. **Learn2 Swim**
 5. **Equipment Hire**
 6. **Crèche**
 7. **Sauna**
 8. **Ancillary Services**
 9. **Floodlit Pitch**
 10. **Sports Hall/Ancillary Hall**
 11. **Zest Health and Fitness Gym**
 12. **Courses and Classes**
 13. **Zest Membership**
 14. **Holiday Activities**
 15. **Team Hambleton**
 16. **Vouchers Terms & Conditions**
 17. **Public WiFi**

Next Review due - September 2021

Summary of significant changes to previous regulations:

Dec 2017

- 24/7 Access

June 2017

- General Regulations – Alcohol & Drugs

January 2015

- Section 17 (Public WiFi) added
- Section 16 (Vouchers) updated for cross-centre usage

December 2014

- Section 4 (Learn2 Swim) updated from previous Swimming Lessons
- Photography and filming information updated

May 2013

- Section 16 (Vouchers Terms & Conditions) added

March 2013

- Section 13 (Zest Membership) #13 added

Sept 2020

- Bookings information added

GENERAL REGULATIONS – HAMBLETON DISTRICT COUNCIL LEISURE FACILITY

These General Regulations cover all individual visits and club and organisation hires of the leisure facilities. In addition to these there are specific Conditions of Use and Instructions for different activities. Please ensure you have read both before booking.

ADMISSION

The Manager may refuse admission to any person or require any person to leave the Centre. The Manager also reserves the right to decline any application to use any facility of the Centre. Some activities require payment upon booking.

BOOKINGS

Arrive to your booked activity early and register your attendance. There are often waiting lists for spaces, your place will be offered to someone else after 10 minutes following the start of the booked activity. After this time late arrivals will not be permitted. There may be short periods of time when you will be required to wait outside of the centre so please come prepared for all weather conditions.

24/7 ACCESS

Users are requested to complete an Authorisation Form which includes an appointment with an Instructor. Upon approval members will be authorised to access the gym out of hours.

SAFETY & WELL-BEING

All activities are guided and influenced by a range of local policies and practices aimed at ensuring the safety and well-being of customers. Management retains the right to implement, amend and remove these policies and practices as it believes appropriate.

GAMBLING

No sweepstake, raffle or other formal lottery shall be promoted, conducted or held on the premises except such lotteries as are deemed to be lawful by virtue of enactment relating to gaming, betting and lotteries.

ALCOHOL & DRUGS

Users are not permitted to enter the leisure centre whilst under the influence of alcohol or illegal drugs. Hambleton District Council reserves the right to cancel your membership and/or prevent you from using the facilities if there is reasonable belief that you are under the influence of alcohol or illegal drugs.

Users should not undertake exercise whilst under the influence of medication, both prescribed and non-prescribed, that may affect your ability to exercise safely, unless disclosed in completion of your Pre-Readiness Exercise Questionnaire (PAR Q) that has been assessed by the Gym Instructor.

Steroids, or substances of a similar nature, must not be used, exchanged or sold on Hambleton District Council Land or facilities.

PHOTOGRAPHY (including VIDEOGRAPHY)

Casual "one-off" photography for family record is permitted in designated areas, other photography requires specific written permission from centre management. See policy and procedure SC1 for full details.

CARS, ETC.

Persons using the Centre must park their cars/bicycles in the car parks provided. The Council does not accept responsibility or liability for any damage or loss of any property or articles or things whatsoever placed in or on Centre car parks or access roads.

EXITS AND GANGWAYS

Under no circumstances must any Fire or Emergency Exit doors and gangways be impeded or blocked by chairs, tables, parked vehicles or any other equipment.

ANIMALS

No animals shall be brought into the premises except with the consent of the Manager.

PROGRAMME OF EVENTS

In the case of organised events, displays and competitions, a detailed programme must be submitted to the Manager at least seven days in advance.

CATERING

The Council reserves to its self exclusively the right of sale of all refreshments. No refreshments of any description may be brought into the Centre by a hirer or user for consumption or resale except with the Manager's consent.

SALE OF GOODS

The hirer shall not sell or supply for their purposes any goods of any description whatsoever without the permission, in writing, of the Manager.

COMPLAINTS

In the event of a user feeling that he has just cause for complaint this should be made to the member of staff on duty, to the Manager either in a written format or verbally, or by completing a customer care card.

POSSESSIONS AND LOCKERS

Hambleton District Council provides lockers for customers. Valuables can also be left at Reception in exchange for a receipt. The Council however accepts no responsibility for possessions left in lockers, at Reception or left unguarded.

USE OF PORTABLE ELECTRICAL EQUIPMENT

Customers may only use portable electrical equipment they have brought to the Centre after having received the written permission of the Manager.

IN THE EVENT OF ANY EMERGENCY DURING OPERATIONAL HOURS

All customers must follow the guidance of staff on duty.

IN THE EVENT OF ANY EMERGENCY OUT OF OPERATIONAL HOURS (24/7)

All customers must follow the instructions announced. Customers will also be informed what is expected of them in the event of an emergency and how to request emergency assistance.

GENERAL BEHAVIOUR

Customers must always observe and adhere to implicit rules of reasonable behaviour. By their very nature these are governed by common sense. Infringements would include, foul and abusive language, physical threats, fighting and general unsocial behaviour. Staff have the right to evict anyone who breaches such implicit behaviour rules.

EQUAL ACCESS

The centres attempt to offer balanced programmes of activities that encourage people from all sections of the community to participate. At selected times activities are programmed to encourage attendance from specific groups, e.g. 60+ swims. Whilst such activities are aimed at the specific target group, the centre retains the right to admit customers from other sections of the general public when, in the centres view, this is not likely to have a negative impact on existing customers

CANCELLATION OF ACTIVITIES

All activities that are paid for in advance are subject to a cancellation policy.

Activity	Cancellation Policy
Racquet Sports	No refund within 8 hours of the activity start time.
Courses and Classes	Classes: No refund within 8 hours of the activity start time Courses: No refund after 5 days prior to the first session
Holiday Activities	No refund within 8 hours of the activity start time
Swimming Lessons	No refund after 5 days prior to the first session

CONDITIONS OF HIRE

INTERPRETATION

A) "The Hirer" means the person (whether acting as an individual or on behalf of a club or organisation) hiring any part of the Centre or its facilities. Typical hire arrangements include areas of the Centre that are confined only to the hirer's use/access, such as the Pool, Pitch, Sports Hall or Ancillary Rooms. No person under the age of 18 years will be accepted as a Hirer.

CHARGES

- A) The charges for hiring shall be in accordance with the Council's Scale of Charges.
B) The Council may, at any time, increase the Scale of Charges payable for the use of the facilities, and in such an event, the hirer will be liable to pay those charges which are current at that date for which the premises have been booked. Where the charges have been paid in advance, the increased amount will be invoiced and must be paid within 14 days.

PAYMENT AND BOOKING

- A) The Council reserves the right to require payment of the hire charge in whole or in part.
B) Provisional bookings will be held for 14 days only.
C) Unless specific arrangements have been made with the Manager to the contrary, payment for the facilities must be made within 14 days of the booking being confirmed.
D) Confirmation of any booking is conditional on payment being made (either in whole or in part as determined by the Council).
E) Cheques, Postal Orders, etc., should be made payable to "Hambleton District Council" and crossed.

VAT EXEMPTION

- A) VAT exemption is as determined by HM Customs and Excise. It is not a matter for management determination. The following details are offered as guidance to constituted clubs and organisations. Further details may be obtained from the Centre or HM Customs and Excise.
B) A written agreement must be in evidence indicating specific requirements.
C) A minimum of 10 dates must be pre-booked.
D) Payment must be in advance (i.e. To be invoiced and payment is required prior to first booking).
E) There can be no more than 14 days and less than 1 day between dates.
F) No refunds will be available for cancellations or non-arrivals.

CANCELLATION BY THE COUNCIL

The Council reserves the right, at its absolute discretion, to cancel a booking should they:-

- Require the use of the facility owing to unforeseen circumstances;
- Consider that the function is likely to prove to be of an objectionable or undesirable character;
- Consider facilities unfit for use or

d) For any reason whatsoever

Any monies paid in respect of bookings cancelled in accordance with the above conditions will be refunded but the Council will not be liable for any other expenditure incurred, or loss sustained directly or indirectly by the hirer, arising from cancellation.

CANCELLATION BY THE HIRER

A refund of total paid, less 10% will only be made if the Council has been notified of the cancellation in sufficient time to allow the booking to be re-let. If it is not possible to re-let the booking then a refund will not be paid. If the hirer, for whatsoever reason, does not arrive for the pre-paid booking and fails to notify the Council, then a refund will not be made.

HIRE PERIOD

A) The hirer should ensure that sufficient time has been booked to allow for setting up and clearing away.

B) Failure of the hirer to vacate the hired premises by the end of the hiring period will incur additional charges as determined by the Council.

ADVERTISING

No function shall be publicly announced or advertised to take place until the application has been confirmed. Hirers should advise the Management if they require assistance with the advertising facilities or tickets.

No function or event of any description shall be advertised by the means of 'fly posting' and the Council reserve the right to cancel a booking at any time which is advertised by this method without prejudice to any further action which may be taken by the Council against the hirer or advertiser.

INSURANCE

Insurance must be taken out in respect of public indemnity to the sum of £1,000,000 for any one accident in connection with the organisation and management of the activity/event, and provisions shall be made for such policy to fully indemnify the Hambleton District Council as owners of the facility against any claims, damages, costs or expenses which may arise in connection with the exclusive use of the facility by the hirer.

The hirer shall indemnify the Council for the cost of repair of any damage done to any part of the facility during or as a result of a booking.

INJURY

Use of the Centre and of all equipment and facilities is permitted entirely at the users own risk. The Council shall not be liable for any personal injury to any user, or for the consequential loss, otherwise than as a result of the defective condition of the Centre or its equipment or of the negligence of the Council, its agents, officers or servants.

GENERAL

A) The hirer shall comply with all reasonable requests of the appropriate officer who shall be deemed to be agent of the Council.

B) Upon any breach of the foregoing Regulations or Conditions by the hirer (as to which the decision of the Manager shall be final) the Manager may terminate the hiring forthwith, both as to the occasion of the breach and as to any future bookings and even if the period of hiring has not expired but the hirer shall be liable to pay the Council the full amount payable under the foregoing Regulations and Conditions.

(1) GENERAL SWIMMING CONDITIONS OF USE AND INSTRUCTIONS

These are in addition to the General Regulations operated by all Hambleton District Council Leisure Facilities.

1. Children under 8 years old **must** be accompanied by an adult over 16 on a two children to one adult basis. (with the exemption of Hambleton District Council swimming lessons)
2. It is recommended that children under 4 are accompanied by an adult over 16 on a one adult to one child basis.
3. Groups of more than 12 people visiting the pool will only be admitted after the Group Leader has completed a Groups Procedure form and discussed it with a member of the Centre Management Team. It is the responsibility of the Group Leader to inform the Centre of any special needs of group members.
4. During certain sessions a call out system may be operated which requires customers to leave after a certain period. Customers will get a minimum of at least one hour from admission during these sessions.
5. The Centre retains the right to approve use of all ancillary equipment e.g. snorkels/masks/flippers/etc. The Centre has the right to prohibit the use of any equipment it believes to be inappropriate.
6. Only suitable swim wear should be worn in the pool unless approved by management for sensitivity reasons or other reasons.
7. To ensure the safety of swimmers personal effects, such as jewellery and watches should ideally be removed to establish a safe environment. If Centre staff identify a risk to anyone then they will request that the jewellery is removed.
8. No food e.g., chewing gum or drink should be consumed in the pool or poolside area (except with management approval).
9. No glass bottles/containers are allowed in the changing village.
10. No person should enter the poolside area wearing outside shoes. Overshoes are provided at Reception.
11. Pool lifeguards are qualified to national standards. They will exercise authority in applying general behavioural rules, e.g. no running on poolside; no bombing; etc. In accordance with the Duty Manager they have the authority to eject any person(s).
12. All swim timing clocks provide indicative timings only. These are not calibrated.

(2) SWIMMING & AQUATIC CLUBS CONDITIONS OF USE AND INSTRUCTIONS

These are in addition to the General Regulations operated by all Hambleton District Council Leisure Facilities.

1. The club/organisation must be affiliated to the appropriate national governing body(ies) of their relevant sport throughout the period of the contractual hire of the facilities. Evidence of this should be available to the Manager upon request. Where the club is not affiliated, or should the affiliation cease, the Manager must be informed.
2. A copy of the club's written constitution must be available and should be provided to the Manager upon request.
3. At all times of hire the club should have a competent person in charge of the clubs members, activities and general organisation. This person must adhere to the minimum standards set down by the sports governing body.
4. Hambleton DC Pool lifeguards are qualified to national standards. They will exercise authority in applying general behavioural rules, e.g. no running on poolside; no bombing; etc. They have the authority to request any person(s) to leave the pool. All club members must act upon lifeguard instructions.
5. It is the responsibility of the club to ensure that all lifeguards/pool supervisors provided by the club must hold a current and valid RLSS Pool Lifeguard qualification, or equivalent as approved by the Manager. They will exercise authority in applying general behavioural rules and liaising with the Duty Manager in the event of a problem. They are responsible for implementing safety standards and rescue acts in accordance with the minimum standards as set out by their governing body. The club is responsible for providing an updated list of their lifeguards to the Manager and of providing evidence of qualifications.
6. It is the responsibility of the club to ensure that their lifeguards/pool supervisors are competent in undertaking rescue, recovery and first aid as appropriate for their specific activities. This should be in accordance with minimum standards set out by their governing body. It is the club's responsibility to ensure that any qualifications or training specified by their governing body is fully implemented and up to date.
7. The club must abide by the Pool Supervision Work Instructions and Emergency Work Instructions of the centre. The club should familiarise itself with these and ensure that its staff/volunteers are trained in them.
8. Club lifeguards/pool supervisors must be regular attendees of training at pool training sessions, on a regularity specified by the leisure centre. Training records must be kept and evidence of these provided by the club upon request.
9. In the event of an emergency all club members must follow the instruction of the Duty Manager and/or pool staff.
10. All clubs are required to participate in any evacuation drills operated by the centre.
11. The club is responsible for any special needs or requirements its members may have.
12. The club should inform the Centre of any specific medical needs of any of its members in case of emergency.
13. Hambleton District Council is committed to developing sport. The club must allow opportunities for members of the public from the wider community to participate, where appropriate, in its activities. Such opportunities should be discussed with the Manager. Any changes to this policy of equal access must be communicated to the Manager for his/her approval.
14. The club should provide details of its programme of activities and content of its hired sessions to the Manager upon request.

15. No person should enter the poolside area, or SLC/TSP changing villages, wearing outside shoes. Overshoes are provided at Reception.
16. No food e.g. chewing gum or drink should be consumed in the pool or poolside area (except with management approval)..
17. The Centre retains the right to approve use of all ancillary equipment, e.g. snorkels/flippers/masks/etc. The Centre has the right to prohibit the use of any equipment it believes to be inappropriate.
18. Only suitable swimwear should be worn in the pool unless approved by management for sensitivity reasons or other reasons believed appropriate.
19. No glass bottles/containers to be taken into the changing village.

(3) SCHOOL SWIMMING CONDITIONS OF USE AND INSTRUCTIONS

These are in addition to the General Regulations operated by all Hambleton District Council Leisure Facilities.

1. No person should enter the poolside area, or SLC/TSP changing villages, wearing outside shoes. Overshoes are provided at Reception.
2. No food or drink should be consumed in the pool or poolside area e.g. chewing gum (except with management approval).
3. Only suitable swim wear should be worn in the pool unless approved by management for sensitivity reasons or other reasons believed appropriate.
4. No glass bottles/containers should be taken into the changing village.
5. In the event of an emergency all children and teachers must follow the instructions of the lifeguards and other Centre staff.
6. The school must inform the receptionist how many children are attending on arrival at the Centre.
7. It is the responsibility of the school to inform the Centre of any medical or special needs of any child prior to the commencement of the class.
8. Prior to the start of each term, the school should inform the Centre of the number of children attending per session and the number of instructors required.
9. It is the responsibility of the school to notify the Centre if a lesson is to be cancelled. Failure to do so may lead to schools being charged for the session.
10. To ensure the safety of bathers personal effects, such as jewellery and watches should ideally be removed to establish a safe working environment. If swim teachers identify a risk to the child or others then they will request that the jewellery is removed. If the wearing of any jewellery is prohibited within individual school policies then this should be adhered to.
11. The Centre must be informed of any alterations to the booking.
13. Arrangements for payment will be made with the Centre Manager.

(4) LEARN2 SWIM CONDITIONS OF USE AND INSTRUCTIONS

These are in addition to the General Regulations operated by all Hambleton District Council Leisure Facilities.

1. Continuous swimming lessons can only be accessed through a Learn2 Swim Membership.
2. Availability of classes and courses may be varied at any time in line with the relevant policies and procedures.
3. For classes which are operated, we guarantee each Learn2 Swim member a place within the scheme. Please note this might not be on the preferred day and time or at the member's preferred centre.
4. Where a Learn2 Swim member successfully achieves the highest level in the scheme and there are no further classes available within the scheme, the membership may be terminated immediately by mutual consent with the leisure centres. 'Further classes' includes all disciplines offered within the Learn2 Swim scheme.
5. In line with the ASA Learn2 Swim Framework, children should be aged 4 years and over to enrol for classes which in which they are not accompanied by an adult. In cases where the abilities of specific children have been assessed by centre staff (eg. a child having taken part in parent and child lessons), children might be permitted to join such classes before their 4th birthday.
6. Membership of the Learn2 Swim scheme is not obligatory to attend fixed period swimming lessons (eg. crash courses operating during holiday periods). Such courses operate on a first come, first served basis.
7. To ensure the safety of swimmers personal effects, such as jewellery and watches should ideally be removed to establish a safe working environment. If swim teachers identify a risk to the child or others then they will request that the jewellery is removed

(5) EQUIPMENT HIRE CONDITIONS OF USE AND INSTRUCTIONS

These are in addition to the General Regulations operated by all Hambleton District Council Leisure Facilities.

1. Selected sports equipment is available for hire from reception.
2. A refundable deposit fee is required in addition to the normal hire charge. NB: ZEST Cards can also be used as a deposit.
3. Deposits will only be returned in full upon receipt of the equipment in a satisfactory condition. This will be determined at the discretion of the Duty Manager.

(6) CRÈCHE CONDITIONS OF USE AND INSTRUCTIONS

These are in addition to the General Regulations operated by all Hambleton District Council Leisure Facilities.

1. Children 5 years and under are allowed to use the Crèche.
2. Parent/carers must remain on the premises at all times, whilst their child is in the Crèche.
3. All children must be registered on their first visit. It is the responsibility of the parent to inform the Centre of any changes to these details.
4. A child who is ill cannot be accepted for the session.
5. All children must be signed in and out by the parent/carer on each visit.
6. It is the responsibility of the parent/carer to inform the Centre of any specific needs of the child.
7. As part of the Centre's Certificate of Registration a Code of Practice is identified. This will be displayed and followed at all times.
8. The Centre has the right to refuse any items supplied by the customer. Items supplied, e.g., milk, will only be heated under the direction of the parent.

(7) SAUNA CONDITIONS OF USE AND INSTRUCTIONS

These are in addition to the General Regulations operated by all Hambleton District Council Leisure Facilities.

1. Costumes must be worn at mixed sex sessions.
2. The customer should follow the relevant signage within the sauna cabin/area and identified on the sauna leaflet.
3. All jewellery and contact lenses should be removed prior to use.
4. A sauna band must be obtained from reception when paying and must be worn throughout the visit. The band must be returned to reception before leaving the facility. A refundable deposit should be paid when obtaining a sauna band.
5. Customers are responsible for informing the Centre of any medical conditions which may effect their enjoyment of the sauna.
6. Sauna signage and leaflets identify customers who are advised not to use the sauna, e.g. pregnant women, people with heart conditions, etc.
7. Clothes must be placed and locked in a locker.
8. Any deodorants/make up should be removed with a shower prior to using the sauna.
9. All customers must shower before entering the swimming pools.
10. Do not use essence on the sauna coals.
11. Temperature and humidity gauges are indicative and not exact calibrated readings.

(8) ANCILLARY SERVICES CONDITIONS OF USE AND INSTRUCTIONS

These are in addition to the General Regulations operated by all Hambleton District Council Leisure Facilities.

1. Any organisation wishing to hire a part of the Centre to provide “ancillary services”, e.g. sports injuries, massage, reflexology, etc., must enter a written contract specific to the particular service with the Centre. This contract will specify conditions of hire.
2. All enquiries regarding the treatments administered through “ancillary services” should be directed to the hire organisation.

(9) FLOODLIT PITCH CONDITIONS OF USE AND INSTRUCTIONS

These are in addition to the General Regulations operated by all Hambleton District Council Leisure Facilities.

1. The intention of this guidance is to assist customers and employees in the consistent application of a bookings policy across the various pitches. At all times management will be responsible for interpreting and applying the policy.
2. Each of the leisure centres has an artificial floodlit pitch facility, which operates in line with the individual centre's Dual Use Agreement.
3. The leisure centres all have full use of the pitches during school holidays.
4. All casual and block bookings are payable in advance or on the day (excluding Thirsk Floodlit Pitch – contact Thirsk Swimming Pool for details).
5. All booking enquiries will be dealt with on a first come first served basis with consideration being given to long standing users.
6. Casual bookings can be made up to 8 days in advance.
7. Block bookings can be made up to 14 months, or so, in advance normally ending on 31st December each year, in order to tie in with the annual price review (1st January). Block bookings which extend over this period, for example, to meet VAT exemption qualification, must be notified of the new price increases as soon as they have been confirmed by the District Council.
8. Seasonal block booking enquiries (usually team sports from August to March) made by fully constituted clubs / organisations will normally be given priority over all other casual bookings. However, priority will be identified in line with sports development and target group policies at the discretion of the Centre Manager.
9. On all occasions the decision of the District Council management will be final.
10. Any bookings running over the allotted booking can only continue if permitted by the pitch/Centre staff. Overruns will be charged for in 30 minute blocks at the appropriate rate.
11. All bookings are inclusive of change over time.
12. Pitch Rules include:
 - No spike, screw in, blade or moulded football boot studs over 5mm to be worn on the pitch.
 - Please ensure that footwear is clean (a boot scraper is provided at the entrance gate to the pitch).
 - Smoking and alcohol is strictly prohibited.
 - Chewing gum and other forms of rubbish should be placed in the bins provided.
 - Please keep noise to a reasonable level.
 - Please do not use foul or abusive language.
 - Do not climb fences.
 - Damage of any description must be reported to the Duty Manager (or Thirsk Swimming Pool in the case of Thirsk Floodlit Pitch).

(10) SPORTS HALL/ANCILLARY HALL CONDITIONS OF USE AND INSTRUCTIONS

These are in addition to the General Regulations operated by all Hambleton District Council Leisure Facilities.

1. All Hall bookings are inclusive of any change over time required to prepare for the given activity.
2. No footwear likely to mark or damage the Hall floor is to be worn. Customers must not wear training shoes or rollerskates worn outside.
3. Tee shirts or vest tops must be worn at all times.
4. No glass bottles/containers in the Hall.
5. No food and drinks allowed in the Hall, without prior management approval.
6. All equipment will be erected dismantled or adjusted by Centre staff. Customers should only assist under the direct guidance and consent of staff.
7. The Centre has the right to prohibit the use of any equipment it believes inappropriate.
8. Any club or organisation using the hall is responsible for any special needs or requirements its members may have.

(11) ZEST HEALTH AND FITNESS GYM. CONDITIONS OF USE AND INSTRUCTIONS

These are in addition to the General Regulations operated by all Hambleton District Council Leisure Facilities.

1. All customers who use the Gym must have undertaken an Introduction course conducted by Hambleton Leisure staff.
2. Following the completion of an Introduction to the Gym the customer is enrolled as a member. This member is then deemed competent to attend the Gym. Should a period of more than 24 months elapse between visits to the Gym, then the customer would need to re-attend an Introduction.
3. CCTV operates in this area outside of the normal operational hours. This is part of the 24/7 mode of operation. This will be discussed in detail with all customers wishing to access this area outside of operational hours.
4. Customers must not use equipment that they have not been shown.
5. Under no circumstance can you give or share your membership card. To protect the interests and ensure the safety of our valued, paying members, offenders will have their membership cancelled without refund.
6. All customers must respect the rights of others by suing courteous and appropriate behaviour. Profanity is not allowed.
7. Improper use of equipment can cause damage to the customers, others and the facility. Any customer caught doing this will be banned from the facility.
8. Customers must wipe off all the equipment after use.
9. Each Gym may be unavailable for up to 9 days per annum for routine maintenance and other activities. No membership fees will be reimbursed for these periods.
10. Hambleton District Council can cancel activities or alter centre activity programmes at their discretion. However, the Council will endeavour to give prior notice of any such changes.
11. Should any circumstances affecting the customer's suitability to participate in exercise arise, it is the responsibility of the individual to seek medical advice before undertaking activity.
12. The Centre retains the right to refuse admission to anyone deemed to be misusing equipment or facilities.
13. Equipment used in the Gyms is not calibrated. Weights, resistance and other measuring guidance are indicative only and maintained in co-ordination with our normal maintenance procedures.
14. ZEST membership or authorised user cards must be shown at Reception to gain admission to the Gym.
15. Suitable attire must be worn at all times e.g. top, shorts/tracksuit bottoms and trainers/flat shoes.
16. No glass bottles/containers are allowed in the Gym.
17. No bags or holdalls are allowed in the Gym.
18. Time limits for the access to and/or use of one or more pieces of equipment by a single individual may be imposed.

Young People

In order to encourage young people to be active and reduce obesity, Hambleton District Council has a policy which allows young people to access Zest Health & Fitness gyms as easily and frequently as possible.

To control safely the access of young people, the policy is that:

- A 'young person' is someone who attends secondary school. This is between Years 7 and 11 (i.e. the age group of 11-15 years).
- Children of primary school age are not allowed to use the gyms at any time.
- All gym users must have completed an approved Induction.
- Young people (11-15) can attend Zest Health & Fitness gym at any time* as long as they are accompanied by a parent/guardian.
- Young people can use the gym without parental supervision during MAX sessions (see below).
- Under 16s are not allowed in the gym after 5pm on Monday and Tuesday evenings. This is to avoid traditionally peak adult times.
- Under 18's cannot access 24/7

Both the Parent/Guardian and the Young Person must have received an Induction before using the gym. During the young persons Induction, appropriate assessments of their ability will be made – see MAX Induction below. The Parent/Guardian must sign a Consent Form before the young person is allowed in the gym

It is the Centre Manager's responsibility to ensure that a Risk Assessment has been carried out for the gym, including an 'Unsupervised use of Zest H&F by a Young Person' assessment.

(12) COURSES AND CLASSES: CONDITIONS OF USE AND INSTRUCTIONS

These are in addition to the General Regulations operated by all Hambleton District Council Leisure Facilities.

1. All classes/courses booked and attended on a casual and per-head basis must be paid for upon booking.
2. All bookings are subject to a cancellation policy.
3. The maximum number of persons admitted onto the course/class shall not exceed the number specified.
3. It is the responsibility of the customer to inform the centre of any medical or special needs they may have prior to the commencement of the class/course.
4. Any special equipment required will be detailed with the booking instructions. It is then the responsibility of the customer to comply with these requirements.
5. The duration of the class/course will be advertised. The time specified will be inclusive of setting up and clearing away of equipment.

(13) ZEST MEMBERSHIP. CONDITIONS OF USE AND INSTRUCTIONS

These are in addition to the General Regulations operated by all Hambleton District Council Leisure Facilities.

ZEST membership is on an individual basis and each ZEST member are required to hold a ZEST Card which is linked to the member's record in the leisure management system. To prevent fraudulent use or transfer of a ZEST Card, member photographs are taken at Reception, stored in the system and displayed on attendance.

ZEST Minimum Term Monthly Direct Debit

Minimum Term Monthly Membership applies to the following memberships:

- **Zest Freedom (12 months)**
 - **Zest Junior Freedom (3 months)**
 - **Zest Junior Swim (3 months)**
1. By signing a minimum term monthly membership, you agree to remain a member of a ZEST member for the minimum period of your membership (12 or 3 months), paying for each month in advance by direct debit.
 2. The minimum term monthly fee is priced in recognition of commitment for the specified period.
 3. Payment for the first month of membership must be made over the counter at the time of joining.
 4. Direct debit payments will be taken from your bank account on either 1st or 15th of each month dependant on joining date.
 5. If your Direct Debit is cancelled during the minimum term of the membership, you are immediately liable for all outstanding payments up to and including final payment in said period.
 6. The suspension of your membership within the minimum term will only be considered will only be considered in exceptional circumstances. Requests to suspend your membership must be made in writing to the Leisure Centre Manager. Suspension of the membership is at the discretion of the Leisure Centre Manager.
 7. Charges are non-refundable.
 8. At the end of the minimum term, your membership will be maintained and Direct Debit payments will continue to be collected at monthly intervals unless you cancel the direct debit with Hambleton District Council. Please ensure you give 30 days notice of cancellation to allow time for processing.
 9. Prices normally change once per annum. You will pay the agreed 'monthly' fee for the minimum term of your membership and you will continue to pay this until you cancel or we inform you of a change to your 'monthly' fee.

ZEST 1-Month Term Direct Debit (Rolling Contract)

1. Payment for the first month of membership must be made over the counter at the time of joining.
2. Direct Debit payments will be taken from your bank account on either 1st or 15th of each month dependant on joining date.
3. The membership will remain 'active' and direct debit payments will continue to be collected at monthly intervals until the membership is cancelled in writing with Hambleton District Council. Please ensure you give 30 days notice of cancellation to allow time for processing.
4. An initial 'Joining Fee' will be charged each time such membership is set up. This is payable over the counter at the time of joining.
5. Cancellation of Direct Debit (and thus membership) will terminate the rolling contract. Any subsequent membership is classed as a new membership. The 'Joining Fee' or other charges will apply.
6. Charges are non-refundable.

7. 1-Month Term Direct Debit option is available for ZEST Freedom and ZEST Swim.

ZEST Annual Membership (Cash Payment)

1. If you do not wish to pay for a 12-month membership by Direct Debit, there is the option to pay in advance over the counter. In this case the complete annual fee is payable in advance and the membership lasts for 12 months from the date of joining.

Corporate Memberships

1. Corporate membership options are agreed between Hambleton District Council and individual organisations. Fees are usually set according to the number of paying members from the requesting organisation.
2. Corporate membership is governed by the Terms & Conditions for ZEST Freedom 12 month term membership.

ZEST Privilege

1. ZEST Privilege allows access to restricted facilities (eg. fitness studio) on a pay-as-you-go basis and allows advance booking privileges included with other ZEST memberships.
2. ZEST Privilege is subject to an annual membership fee.

ZEST Passport

1. ZEST Passport membership allows access to concessionary pricing on some activities included in the ZEST scheme.
2. Passport membership must be renewed annually and proof of eligibility must be shown each time (with the exception of over 60s who must show proof only the first time they join the Passport membership).
3. Sixty Years plus members that hold a Direct Debit membership will be automatically charged a Passport fee via Direct Debit, once per annum.
4. It is the responsibility of the member to ensure the Passport is renewed. Non-renewal will result in standard prices being charged and no refunds will be given in such case.
5. It is the customers responsibility to highlight any changes to their personal circumstances that might affect their eligibility to receive concessionary discounts.

Using the ZEST Card

1. The benefits and services associated with the ZEST Card are only available when the card is presented by the named holder.
2. The ZEST Card is not transferable.
3. All ZEST products, services and offers are subject to availability.
4. Hambleton District Council retains the right to withdraw, change or amend any product, service or offer associated with the ZEST membership.
5. Hambleton District Council retains the right to change the opening hours or availability of its centres or services at any time.
6. Any concessionary priced ZEST Card or Leisure Centre product, service or offer is available only to those who have provided acceptable evidence of their eligibility. Hambleton District Council retains the right to decide what is acceptable and to request evidence of this eligibility at any time.
7. No retrospective payments will be made to customers in lieu of standard priced payments that they may have made at a time when the customer believes or presents evidence he or she was eligible for concessionary prices.

8. Hambleton District Council reserves the right to refuse issue of a ZEST Card and to withdraw it at any time.
9. If you lose your ZEST Card you must inform the leisure centre that you attend. A charge will be made to provide a replacement card.
10. The responsible parent/guardian who signs the ZEST membership application form for any child under the age of 16 is responsible for payment for that child's membership.
11. ZEST Junior Freedom members will not receive a 50% discount on 'Hyper Holiday' activities which are off-site or externally run.
12. ZEST Freedom and Junior Freedom members can only be booked onto one course of the same activity at any given time.

Zest 24/7 Authorisation Form

1. 24/7 access is available to all Freedom Members. If members are interested they need to complete an authorisation form and book an appointment with a fitness instructor.
2. Following this appointment approval will be granted, denied or referred. If access is granted the fitness instructor will apply a subscription to the customer's account to allow them access. If the form is referred contact with the customer will be made by a member from the management team to discuss the content of the form in further detail. If access is denied an explanation will be provided.
3. Hambleton District Council reserves the right to withdraw this access any time.
4. Although this service is available 365 days of the year there may be occasions when we need to close for essential maintenance work but customers will be informed of this in advance.

5. (14) HOLIDAY ACTIVITIES CONDITIONS OF USE AND INSTRUCTIONS

These are in addition to the General Regulations operated by all Hambleton District Council Leisure Facilities.

1. All activities must be paid for in advance.
2. Parents/guardians are responsible for providing individual details for children attending activities. These will include name, telephone number, medical number, doctor's name and any medical or other information deemed appropriate.
3. It is the parent/guardians responsibility to inform the Centre of any special needs of the child. In exceptional circumstances the child's parent or guardian may be requested to stay with the child throughout the activity.
4. All children must be signed into the activity and signed out by parent/guardian on a daily basis.
5. No child under the age of 16 can leave an activity unless prior agreement between the Centre and parent/guardian has been made.
6. The manager or his delegate may cancel an activity if sufficient numbers have not enrolled. A full refund will be issued or another booking can be taken to the same value in such circumstances.
7. The Council's Child Protection policy will apply.
8. Refunds are not normally given for failure in attending activities.
9. ZEST Junior Freedom members may not receive a 50% discount on 'Hyper Holiday' activities which are off-site or externally run.

(15) TEAM HAMBLETON CONDITIONS OF USE AND INSTRUCTIONS

These are in addition to the General Regulations operated by all Hambleton District Council Leisure Facilities.

1. Members of Team Hambleton receive a Leisure Pass as a membership benefit. This can only be used by the employee and his or her immediate family.
2. New Team Hambleton members can exchange this voucher for the first month's fee for the Corporate ZEST membership deal at Hambleton's Leisure Centres.
3. The Corporate ZEST membership entitles members of Team Hambleton to discounted ZEST Freedom membership.
4. Only existing Team Hambleton members can take out a HDC corporate ZEST membership.
5. The Leisure Pass can be used against the pay-as-you-go prices for all leisure centre activities.
6. The Leisure Pass can be used at any of Hambleton's Leisure Centres - Bedale, Northallerton, Stokesley and Thirsk.
7. This pass is valid from 1st April to 31st March.
8. Leisure passes not used in part or full cannot be carried over to the following year.
9. There is no option for cash refund or change to be given for activities which have been accessed using the Leisure Pass.
10. If you lose your pass please notify Hambleton Leisure Centre immediately.
11. HDC retains the right to change the activities and services provided by the use of this pass at any time.
12. These conditions are in addition to the General Regulations and Conditions of Hire operated by all HDC leisure facilities. A copy of these is available at each Centre.

(16) VOUCHERS TERMS & CONDITIONS

These are in addition to the General Regulations operated by all Hambleton District Council Leisure Facilities.

1. Vouchers are issued at the discretion of Hambleton District Council.
2. All vouchers have a cash value of 0.001p.
3. Unless otherwise stated:
 - a. Multiple vouchers for the same activity cannot be used in a single transaction. This includes similar vouchers of different origin.
 - b. One person cannot use more than one voucher for the same activity on the same day.
 - c. Vouchers are valid only for the activity detailed thereon and are not transferable between activities.
 - d. Vouchers are not transferable from the named user, where applicable.
 - e. Vouchers are issued and usable at the issuing leisure centre. Vouchers are not transferable between centres unless otherwise stated.
4. Where complimentary vouchers require the user to provide data, Hambleton District Council reserves the right to refuse use of the voucher if the data is not provided completely and accurately. Details of how such data is stored and used can be found on the Council's website. Where a user provides incorrect details for fraudulent use of a voucher, Hambleton District Council reserves the right to claim from the user the maximum value of the activity or product fraudulently obtained, and any associated costs.
5. Hambleton District Council reserve the right to refuse the use of any voucher for any reason.
6. Where vouchers are issued by a third party (eg. loyalty schemes), their use is usually covered by additional terms and conditions detailed by the issuer in agreement with Hambleton District Council and provided to the user by the third party. In such case, said terms and conditions will not contradict those detailed above and in the case of any dispute the decision of Hambleton District Council will be final.

(17) PUBLIC WIFI CONDITIONS OF USE AND INSTRUCTIONS

These are in addition to the General Regulations operated by all Hambleton District Council Leisure Facilities.

1. HDC cannot guarantee that its wifi facility will be compatible with any equipment or hardware.
2. HDC's WiFi network is unsecured and information sent over the network may be visible to others.
3. WiFi network users should get their network addresses automatically via DHCP; a valid network address will be granted when connected. Use of other network addresses is prohibited.
4. Wi-Fi network users should ensure their computer systems are properly configured and operated so that they do not cause inconveniences to other Wi-Fi network users.
5. Setting up routing or other special network functions is prohibited.
6. HDC does not provide public access to power supplies or transformers.
7. HDC monitor use of the WiFi facility, including web sites visited. Log files of browsing activity are retained. As providers of an internet service we are responsible for responding to official requests from the police and for complying with legislation such as the Data Protection Act.
8. To minimise access to inappropriate material we may block certain web sites and chat rooms using filtering software. This software, however, may not always prevent access to such material. If you find a web site that has been inappropriately blocked you may request that the site be made available. If you find a web site which you believe is unsuitable you must report this to a member of staff who may request that it be blocked.
9. HDC reserves the right to terminate your connection to the WiFi network on a temporary or permanent basis immediately and without notice.
10. HDC cannot be held responsible for the privacy or security of your activities. It is strongly recommended that you take due care when transmitting confidential information such as credit card details over the Internet. For further information about online security, go to www.getsafeonline.org. We cannot be held responsible for any losses resulting from sending confidential information via the Internet nor from the non-availability of web sites for any reason.
11. HDC assumes no responsibility for the safety of equipment or for laptop configurations, security, or data files resulting from connection to the WiFi facility. Use of the WiFi facility is entirely at your own risk, and we will not accept any liability for any loss of any kind that may arise from use of such equipment on the WiFi facility.
12. It is your responsibility to provide antivirus protection for you equipment or hardware and HDC staff cannot provide technical assistance to customers using the wireless network. Staff cannot configure your laptop, wireless adapter or mobile device. HDC cannot accept responsibility for damage incurred to your equipment or hardware through your failure to protect it through appropriate software or by incomplete security settings.
13. HDC is not responsible for the accuracy, validity or legality of any information made available via the internet, or for slow response times or the non-availability of any web site.
14. You are fully responsible for all activities and communications that take place during your WiFi session.
15. You must not attempt to gain unauthorised access to any computer, computer network, system or information or engage in any illegal activities.
16. You must not deliberately search for pornographic, obscene, violent or racist materials or use search terms considered to be obscene, racist or offensive. The WiFi service is filtered but this is not always effective in blocking unsuitable material. You must take responsibility for your own use of the service and your own activities.
17. You must not send e-mails, messages, post blogs or publish content in any way which is offensive, racist, obscene or with any criminal or terrorist intent.

18. HDC is not responsible for any viruses or spyware which may be downloaded on to your device.
19. Parents or guardians are responsible for the children's use of the Internet. We strongly recommend that parents supervise their children's use (under 16 years of age) of the WiFi facility and make them aware of the potential dangers of contacting other people via e-mail, chat rooms etc. Staff cannot take responsibility for children's use of the WiFi service.
20. Many of the pages on the internet are subject to copyright. Do not infringe any of the copyright regulations that apply to web pages.
21. Users must not participate in activities resulting in excessive loading of the WiFi network that affects the performance of the network, nor monopolization of the network resources in terms of bandwidth.

Prohibitions on Use

The following activities will not be permitted at the Leisure Centre:

- Coin-operated slot machines
- Gambling
- Advertising for smoking or alcoholic drinks
- Advertising likely to cause offence